

FILED
March 20, 2026
State of Nevada
E.M.R.B.
4:48 p.m.

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8 *Attorney for Complainant*

9
10 **BEFORE THE STATE OF NEVADA**

11 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

12 WASHOE COUNTY ALTERNATIVE
13 SENTENCING OFFICERS
14 ASSOCIATION,

Case No.: 2025-021

Complainant,

Panel:

15 vs.

16 WASHOE COUNTY,

Respondent.
_____/

17 **REQUEST TO PRESENT ORAL ARGUMENT**

18
19 **COMES NOW**, Complainant Washoe County Alternative Sentencing Officers
20 Association, by and through its undersigned attorney, in accordance with the Board's January
21 22, 2026, order, hereby files its Request to Present Oral Argument at the Board meeting set
22 for March 31, 2026.

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24 ///

25 ///

26 ///

27 ///

This request is being made relevant to the Supplemental Motion to Dismiss filed by the Respondent on January 16, 2026.

DATED this 20th day of March, 2026.

/s/ Ronald J. Dreher
Ronald J. Dreher
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DREHER LAW
P.O. Box 6494
Reno, NV 89513
Telephone: (775) 846-9804
ron@dreherlaw.net
Attorney for Complainant

CERTIFICATE OF SERVICE

Pursuant to NAC 288.070, the undersigned hereby certifies that on this date I served a true and correct copy of the preceding document addressed to the following:

Christopher J. Hicks
Washoe County District Attorney
Chaz Lehman, Esq.
Brandon Price, Esq
One South Sierra St.
Reno, NV 89501
Attorneys for Respondent

by electronic service by transmitting the copy electronically as an attachment to electronic mail in portable document format.

DATED this 20th day of March, 2026.

/s/ Ronald J. Dreher
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Attorney for Complainant

CERTIFICATE OF SERVICE

Pursuant to NAC 288.070, the undersigned hereby certifies that I served a true and correct copy of the preceding document addressed to the following:

Marisu Abellar
Commissioner, EMRB
MAbellar@emrb.nv.gov
3300 W. Sahara Avenue
Suite 260
Las Vegas, NV 89102

by electronic service by transmitting the copy electronically as an attachment to electronic mail in portable document format.

DATED this 20th day of March, 2026.

/s/ Ronald J. Dreher
Ronald J. Dreher
NV Bar No. 15726
DREHER LAW
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Attorney for Complainant

WCASOA (Complainant)

Complaint

FILED
October 8, 2025
State of Nevada
E.M.R.B.
8:30 a.m.

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BEFORE THE STATE OF NEVADA
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SENTENCING OFFICERS
ASSOCIATION,

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vs.

WASHOE COUNTY,

Respondent.

COMPLAINT

COMES NOW, Complainant WASHOE COUNTY ALTERNATIVE SENTENCING OFFICERS ASSOCIATION, by and through its undersigned attorney, hereby charges Respondent WASHOE COUNTY with practices prohibited by NRS 288.270. This complaint is filed in accordance with NRS 288.270, NRS 288.280 and NAC 288.200. Accordingly, Complainant hereby complains and alleges as follows:

I. THE PARTIES

1. Complainant Washoe County Alternative Sentencing Officers Association ("WCASOA" or "Association") is an employee organization as defined in N.R.S. 288.040. It

1 is the recognized bargaining unit for both supervisory and non-supervisory officers employed
2 by Washoe County in the Department of Alternative Sentencing.

3 2. Respondent Washoe County, (hereinafter "County"), was and is a local government
4 corporation formed and governed by the laws of the State of Nevada. The County is a
5 political subdivision of the State of Nevada and a local government employer under NRS
6 288.060.
7

8 **II. LEGAL AUTHORITY AND JURISDICTION**

9 3. The WCASOA and the County are parties to two collective bargaining agreement
10 ("CBA"), one for the supervisory unit and one for the non-supervisory unit, that contains all
11 subjects of mandatory bargaining required by NRS 288.150.
12

13 4. NRS 288.150(2) mandates the following to be mandatory subjects of bargaining:

- 14 (a) Salary or wage rates or other forms of direct monetary compensation.
- 15 (b) Sick leave.
- 16 (c) Vacation leave.
- 17 (d) Holidays.
- 18 (e) Other paid or nonpaid leaves of absence.
- 19 (f) Insurance benefits.
- 20 (g) Total hours of work required of an employee on each workday or workweek.
- 21 (h) Total number of days' work required of an employee in a work year.
- 22 (i) Except as otherwise provided in subsections 8 and 11, discharge and disciplinary
23 procedures.
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- 25 (j) Recognition clause.
- 26 (k) The method used to classify employees in the bargaining unit.
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- 1 (l) Deduction of dues for the recognized employee organization.
- 2 (m) Protection of employees in the bargaining unit from discrimination because of
- 3 participation in recognized employee organizations consistent with the provisions of this
- 4 chapter.
- 5 (n) No-strike provisions consistent with the provisions of this chapter.
- 6
- 7 (o) Grievance and arbitration procedures for resolution of disputes relating to interpretation
- 8 or application of collective bargaining agreements.
- 9 (p) General savings clauses.
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- 11 (r) Safety of the employee.
- 12 (s) Teacher preparation time.
- 13 (t) Materials and supplies for classrooms.
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- 15 (u) Except as otherwise provided in subsections 9 and 11, the policies for the transfer and
- 16 reassignment of teachers.
- 17
- 18 (v) Procedures for reduction in workforce consistent with the provisions of this chapter.
- 19
- 20 (w) Procedures consistent with the provisions of subsection 6 for the reopening of
- 21 collective bargaining agreements for additional, further, new or supplementary negotiations
- 22 during periods of fiscal emergency.
- 23
- 24 5. NRS 288.270(1)(e) holds in part that it is a prohibited practice for a local
- 25 government employer to "Refuse to bargain collectively in good faith with the exclusive
- 26 representative as required in NRS 288.150. Bargaining collectively includes the entire
- 27 bargaining process, including mediation and fact-finding, provided for in this chapter." NRS
- 28 288.270(1)(a) states that it is a prohibited practice for a local government employer to

1 “[i]nterfere, restrain or coerce any employee in the exercise of any right guaranteed under this
2 chapter.” NRS 288.270(1)(b) holds in part that it is a prohibited practice for a local
3 government employer to “[d]ominate, interfere or assist in the formation or administration of
4 any employee organization.”

5 6. This Board has mandated that there “is an ongoing duty to act in good faith that
6 extends throughout the duration of the CBA. See e.g., NRS 288.270(1)(e) and NRS 288.032.”
7 Nevada Service Employees Union, vs. Southern Nevada Health District, No. 2024-009, Item
8 No. 903 (EMRB Nov. 21, 2024).

9 10 7. This Board “has exclusive jurisdiction over unfair labor practice issues” and has
11 defined an unfair labor practice to include “unilaterally changing a subject of mandatory
12 bargaining.” Reno v. Reno Police Protective Ass’n, 118 Nev. 889, 895, 59 P.3d 1212, 1217
13 (2002) (citing Rosequist v. Int’l Ass’n of Firefighters Local 1908, 118 Nev. 444, 448, 49 P.3d
14 651, 653 (2002) and NRS 288.280).

15 16 8. This Board has jurisdiction over this matter as Complainant’s allegations arise under
17 Nevada Revised Statute Chapter 288 - Relations between Government and Public Employees.

18 **III. PROHIBITED PRACTICES**

19 20 9. At all times relevant Complainant was and is the recognized bargaining unit for
21 supervisory and non-supervisory officers at the Department of Alternative Sentencing
22 (“DAS”) with the County.

23 24 10. In or around March 2025, the former chief of the DAS resigned suddenly due to
25 allegations of criminal misconduct. This resignation resulted in the Association members
26 being locked out of their assigned work building for several days, multiple and repeated news
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1 stories, both TV and print, as well as accusations that the chief's alleged misconduct included
2 multiple officers at DAS.

3 11. Since March 2025, the County has continuously and increasingly scrutinized the
4 Association members and DAS. The County ordered an audit of DAS, and the County took
5 unilateral action to remove take home vehicles from several DAS members. The County began
6 questioning DAS expenditures and Association members' activities.
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8 12. Prior to the former chief being alleged of misconduct, the DAS was praised for its
9 activities, and the Association members were praised for their work.

10 13. Since March 2025, current interim County Manager Kate Thomas repeatedly stated
11 that DAS and the Association members were now being heavily scrutinized due to the public
12 "perception" involving the former chief, and the County was reacting to the heightened media
13 coverage surrounding this event.
14

15 14. The Association members began to receive questions about their work
16 performance, despite never having been questioned previously. At no point did Ms. Thomas
17 state that the increased scrutiny or intense questioning of the Association members' job
18 performance was related to their merit or fitness for the positions. Rather, Ms. Thomas would
19 repeat that this was based on the public "perception" surrounding the former chief's
20 allegations of misconduct.
21

22 15. On May 21, 2025, the parties met to discuss actions that the County had
23 purportedly taken regarding moving the WCASOA covered members from their current
24 assignment under the County to being placed under the court system. In this meeting,
25 WCASOA representatives advised the County that any attempt to move and/or change any
26 contractually bargained items or mandatory subjects of bargaining without first negotiating
27
28

1 this with the WCASOA would be viewed as prohibited practice. The Association invited the
2 County to openly discuss any proposed changes and/or modifications to the CBA and/or
3 mandatory topics of bargaining, but the County refused.

4 16. The County representatives admitted that they had been having discussions with
5 other agencies regarding the assignments of the WCASOA covered members and refused to
6 include the Association in these discussions.
7

8 17. At the May 21, 2025, meeting, the Association also brought forward the unilateral
9 change by the County to remove the take home vehicles that were provided by policy and by
10 the former chief.

11 18. On August 27, 2025, the parties met again as the County related that it had an
12 update regarding this bargaining unit. At this meeting, the County advised that it was
13 unilaterally changing the terms and conditions of the bargained for agreement and transferring
14 all Association members under the Washoe County Sheriff's Office ("WCSO"), to report
15 directly to the Sheriff. At this same meeting, the County stated it would not appoint even an
16 interim chief of DAS.
17

18 19. The WCASOA advised the County at this meeting that the changes were a
19 unilateral change to mandatory topics of bargaining and that these actions constituted
20 prohibited practices. The County representatives stated that the changes would occur, and they
21 would not agree to discuss or bargain these with the Association.
22

23 20. On September 3, 2025, the County required all WCASOA covered members to
24 attend a meeting. At this meeting, the County finalized and implemented its plans to not
25 appoint a chief over DAS and to transfer these members under the WCSO.
26

27 21. These changes were made without negotiating with the WCASOA.
28

1 22. As part of the County's unilateral changes, the County stated it would not be
2 appointing a chief over DAS. In doing so, the County unilaterally changed multiple articles of
3 the CBA.

4 23. Article 2 states in part that "In accordance with the provisions of NRS 288, the
5 County has recognized and does recognize the Association as the exclusive bargaining
6 representative of those employees in the bargaining unit." This section was violated by the
7 County when it made unilateral changes to the CBA without negotiating with the WCASOA,
8 the recognized bargaining unit.
9

10 24. As stated previously, the Association invited the County to have discussions about
11 any possible modifications to the CBA language. However, the County violated Article 5(A)
12 which defines that "The County recognizes and agrees to deal with employee representatives
13 of the Association on all matters covered by this Agreement" when it refused to deal with the
14 Association prior to making unilateral changes to the CBA.
15

16 25. In addition, by no longer filling the position of chief, the County unilaterally
17 changed the entire CBA that requires approval and/or direction from the chief, department
18 head, and/or appointing authority as the chief filled all these roles at DAS.
19

20 26. The County's when it refused to bargain with the WCASOA also violated Article
21 6(A) which provides that the "County will not interfere with or discriminate in respect to any
22 term or condition of employment against any employee because of membership in the
23 bargaining unit, or because of any legitimate activity pursuant to this Agreement by the
24 individual employee or the Association on behalf of its members, nor will the County
25 encourage membership in any other employee organization." The acts to refuse to comply
26 with the CBA, transfer the members for punishment and for personal or political reasons, as
27
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1 well as the failure to negotiate changes to the CBA, are based least in part on the WCASOA
2 activities by its members.

3 27. NRS 211A.110 designates that the chief of DAS is the appointing authority. The
4 County, on September 3, 2025, stated that it would not be appointing a chief, so there is no
5 longer an appointing authority, chief and/or department head as outlined in the CBA.
6

7 28. Article 9(B) defines that "The time when vacation is to be taken shall be
8 determined by the appointing authority after considering the needs of the service and the
9 seniority and wishes of the employees." The County's removal of the chief, or appointing
10 authority, has unilaterally eliminated the ability of the WCASOA covered members to take
11 vacation as bargained in the agreement.
12

13 29. Similar to the previous paragraph, Article 10(B) requires that a leave of absence be
14 approved by the appointing authority. By unilaterally removing the appointing authority, the
15 County has unilaterally changed this article, a mandatory topic of bargaining.
16

17 30. Article 15 limits call back pay to situations when the chief or designee orders an
18 officer to return to work. As the County has unilaterally removed the chief, and by extension
19 any possible designee, the County has unilaterally changed this article of the CBA.

20 31. Article 16 requires the stand-by pay be scheduled by the chief or his/her designee.
21 Similar to call back in Article 15, the County's unilateral removal of the chief from DAS and
22 the CBA means that no officer may be scheduled to be on stand-by pay, therefore unilaterally
23 changing this article.
24

25 32. The chief or designee is the only person, by the plain and unambiguous language of
26 the CBA that direct how temporary service pay occurs as described in Article 18. By removing
27
28

1 the chief, and by extension his/her designee from the CBA, the County has unilaterally
2 changed this article of the CBA.

3 33. Article 20 provides that training approved by the chief can occur. With no chief to
4 be able to act on this article, the CBA has been altered. This removal of the chief from the
5 CBA was done by the County unilaterally and without negotiating with the WCASOA.

6 34. Article 22(C) defines that "The uniform color(s), manufacturer(s), and overall
7 design(s) shall be determined by the Chief or their designee." The County's unilateral removal
8 of the chief, and by extension their designee, eliminates the ability of officers to know what
9 their assigned uniform shall be, and is a unilateral change by the County.
10

11 35. Article 23(A) directs that the chief will determine what equipment is required to be
12 provided and replaced by the County. Without a chief to make such determinations, the
13 WCASOA is left without an ability to enforce the CBA, and this is yet another unilateral
14 change by the County. In addition, subsection (E) specifies that "In the interest of safety, both
15 to the Washoe County community and the employees, the Chief and the Association will meet,
16 as needed, for the purpose of consulting on work related safety equipment and technologies."
17 By unilaterally removing the chief from the CBA the County has now made it impossible for
18 the WCASOA to consult on items related to safety of the employees, a mandatory topic of
19 bargaining.
20

21 36. Article 30 requires that the appointing authority, which under NRS 211A.110 is the
22 chief of DAS be the one who recommends punitive action and handles appeals. Without the
23 appointing authority, the Association is left without any means to protest proposed punitive
24 actions and to ensure their rights are protected. This unilateral change by the County to the
25 discipline/discharge procedures is an egregious prohibited practice.
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1 37. Article 31 requires the chief be involved in the grievance process. Without the
2 chief, also known as the appointing authority by statute, the Association is left without the
3 ability to file a formal grievance. This was demonstrated when the Association attempted to
4 grieve several contractual violations and could not have the informal discussions outlined in II,
5 Step 1 of this article. The County's unilateral removal of the ability of the Association to
6 follow the grievance procedure is a unilateral change to a mandatory topic of bargaining.
7

8 38. Article 32 mandates that "The department head shall determine in which class or
9 classes within the bargaining unit reduction in staff will have the least detrimental effect on
10 departmental operations and will specify the layoff accordingly." The County removed the
11 department head from DAS and then moved to layoff one of the officers. This was both a
12 unilateral change by the County to a negotiated article in the CBA and a violation of the
13 discipline/discharge procedures.
14

15 39. Article 38 equally requires the chief. The County unilaterally removed the
16 appointing authority which modified this article without negotiation with the WCASOA.
17

18 40. In addition, the unilateral reassignment of the Association members by the County
19 placed them under the WCSO and the Sheriff. This unilateral reassignment was effectuated for
20 punishment, and/or for personal and/or political reasons, which is a unilateral change to the
21 discipline/discharge procedures bargained for under Article 29 of the CBA and a violation of
22 NRS 288.270(1)(f).
23

24 **FIRST PROHIBITED PRACTICE**
25 **(Unilateral Change to Mandatory Topics of Bargaining)**

26 41. Complainant re-alleges and incorporates by reference all preceding paragraphs.
27
28

1 42. The County unilaterally changed the bargained for processes in the above-
2 mentioned articles of the CBA.

3 43. These actions constitute unilateral changes to mandatory topics of bargaining as
4 outlined in NRS 288.150(2) as well as other topics that have been previously bargained for by
5 the parties.
6

7 44. The County's actions were unilateral and intentional and were done without
8 negotiating the change with the RPPA which violates NRS 288.150 and NRS 288.270.

9 **SECOND PROHIBITED PRACTICE**
10 **(Discrimination for personal and/or political reasons)**

11 45. Complainant re-alleges and incorporates by reference all preceding paragraphs.

12 46. The County's actions to unilaterally modify and change the CBA were undertaken
13 for personal and/or political reasons and were not based on merit and fitness of the WCASOA
14 covered members.
15

16 47. The County's actions to transfer the WCASOA covered member was undertaken
17 for personal and/or political reasons and were not based on merit and fitness of the WCASOA
18 covered members.
19

20 48. These actions were unilateral and intentional and were done for personal and/or
21 political reasons in violation of NRS 288.270(e).

22 **THIRD PROHIBITED PRACTICE**
23 **(Interfere with employee's rights under Chapter 288)**

24 49. Complainant re-alleges and incorporates by reference all preceding paragraphs.

25 50. The County's actions to unilaterally modify and change the CBA were undertaken
26 to, and did interfere with the WCASOA covered members' rights under NRS Chapter 288.
27
28

1 51. The County's actions to unilaterally eliminate WCASOA covered members' rights
2 under the CBA were unilateral and intentional and violated NRS 288.270(1)(a).

3 **FOURTH PROHIBITED PRACTICE**
4 **(Dominate, interfere in the administration of WCASOA)**

5 52. Complainant re-alleges and incorporates by reference all preceding paragraphs.

6 53. The County's actions to interfere with the WCASOA rights under the CBA is a
7 prohibited practice as outlined in NRS 288.270(1)(b).

8 54. The County's actions to interfere with the administration of the WCASOA by
9 attempting to bargain with other agencies/departments were meant to, and did interfere with
10 the administration of the WCASOA.

11 55. The County's actions were intentional and unilateral and were meant to and did
12 dominate and interfere with WCASOA's ability to administer its own organization.
13

14 56. The County's actions are prohibited practices and violate NRS 288.270(1)(b).
15

16 Wherefore, the actions taken by the County against the Washoe County Alternative
17 Sentencing Officers Association and its members constitute prohibited practices under NRS
18 Chapter 288.

19 **THEREFORE**, Complainant prays for relief as follows:

- 20
- 21 a. A finding that the conduct of Respondent as referenced herein constitutes
22 prohibited practices under Chapter 288 of the Nevada Revised Statutes;
 - 23 b. A finding that Respondents failed to bargain in good faith;
 - 24 c. A finding that Respondent made unilateral changes to mandatory topics of
25 bargaining;
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- 1 d. A finding that Respondent made unilateral changes to the other subjects of
2 bargaining previously negotiated by the parties;
- 3 e. A finding that Respondent discriminated against the WCASOA and its
4 members for personal and/or political reasons;
- 5 f. A finding that Respondent interfered with the WCASOA and its members
6 rights provided for in NRS Chapter 288;
- 7 g. A finding that Respondent interfered with and dominated the administration of
8 the WCASOA;
- 9 h. An order requiring Respondent to cease in violating N.R.S. 288.270;
- 10 i. An order requiring Respondent to comply with NRS 288.150 and cease making
11 unilateral changes to the CBA and to mandatory topics of bargaining;
- 12 j. An order requiring Respondent to comply with NRS 288.150 and cease making
13 unilateral changes to the CBA;
- 14 k. An order requiring Respondent to pay the Complainant's reasonable attorney
15 and representatives' fees and expenses in bringing this action; and
- 16 l. Any and all other relief that the Employee Management Relations Board deems
17 appropriate.
- 18
- 19
- 20

21 DATED this 8th day of October, 2025.

22 /s/ Ronald J. Dreher
23 Ronald J. Dreher
24 NV Bar No. 15726
25 DREHER LAW
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27 Reno, NV 89513
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WCASOA (Complainant)

First Amended Complaint

FILED
November 5, 2025
State of Nevada
E.M.R.B.
11:30 a.m.

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FIRST AMENDED COMPLAINT

COMES NOW, Complainant WASHOE COUNTY ALTERNATIVE SENTENCING OFFICERS ASSOCIATION, by and through its undersigned attorney, hereby charges Respondent WASHOE COUNTY with practices prohibited by NRS 288.270. This First Amended Complaint is filed in accordance with NRS 288.270, NRS 288.280, NAC 288.200, and NAC 288.235(1). Accordingly, Complainant hereby complains and alleges as follows:

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1. Complainant Washoe County Alternative Sentencing Officers Association ("WCASOA" or "Association") is an employee organization as defined in N.R.S. 288.040. It

1 is the recognized bargaining unit for both supervisory and non-supervisory officers employed
2 by Washoe County in the Department of Alternative Sentencing.

3 2. Respondent Washoe County, (hereinafter "County"), was and is a local government
4 corporation formed and governed by the laws of the State of Nevada. The County is a
5 political subdivision of the State of Nevada and a local government employer under NRS
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9 3. The WCASOA and the County are parties to two collective bargaining agreement
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13 coverage surrounding this event.
14

15 14. The Association members began to receive questions about their work
16 performance, despite never having been questioned previously. At no point did Ms. Thomas
17 state that the increased scrutiny or intense questioning of the Association members' job
18 performance was related to their merit or fitness for the positions. Rather, Ms. Thomas would
19 repeat that this was based on the public "perception" surrounding the former chief's
20 allegations of misconduct.
21

22 15. On May 21, 2025, the parties met to discuss actions that the County had
23 purportedly taken regarding moving the WCASOA covered members from their current
24 assignment under the County to being placed under the court system. In this meeting,
25 WCASOA representatives advised the County that any attempt to move and/or change any
26 contractually bargained items or mandatory subjects of bargaining without first negotiating
27
28

1 this with the WCASOA would be viewed as prohibited practice. The Association invited the
2 County to openly discuss any proposed changes and/or modifications to the CBA and/or
3 mandatory topics of bargaining, but the County refused.

4 16. The County representatives admitted that they had been having discussions with
5 other agencies regarding the assignments of the WCASOA covered members and refused to
6 include the Association in these discussions.
7

8 17. At the May 21, 2025, meeting, the Association also brought forward the unilateral
9 change by the County to remove the take home vehicles that were provided by policy and by
10 the former chief.

11 18. On August 27, 2025, the parties met again as the County related that it had an
12 update regarding this bargaining unit. At this meeting, the County advised that it was
13 unilaterally changing the terms and conditions of the bargained for agreement and transferring
14 all Association members under the Washoe County Sheriff's Office ("WCSO"), to report
15 directly to the Sheriff. At this same meeting, the County stated it would not appoint even an
16 interim chief of DAS.
17

18 19. The WCASOA advised the County at this meeting that the changes were a
19 unilateral change to mandatory topics of bargaining and that these actions constituted
20 prohibited practices. The County representatives stated that the changes would occur, and they
21 would not agree to discuss or bargain these with the Association.
22

23 20. On September 3, 2025, the County required all WCASOA covered members to
24 attend a meeting. At this meeting, the County finalized and implemented its plans to not
25 appoint a chief over DAS and to transfer these members under the WCSO.
26

27 21. These changes were made without negotiating with the WCASOA.
28

1 22. As part of the County's unilateral changes, the County stated it would not be
2 appointing a chief over DAS. In doing so, the County unilaterally changed multiple articles of
3 the CBA.

4 23. Article 2 states in part that "In accordance with the provisions of NRS 288, the
5 County has recognized and does recognize the Association as the exclusive bargaining
6 representative of those employees in the bargaining unit." This section was violated by the
7 County when it made unilateral changes to the CBA without negotiating with the WCASOA,
8 the recognized bargaining unit.
9

10 24. As stated previously, the Association invited the County to have discussions about
11 any possible modifications to the CBA language. However, the County violated Article 5(A)
12 which defines that "The County recognizes and agrees to deal with employee representatives
13 of the Association on all matters covered by this Agreement" when it refused to deal with the
14 Association prior to making unilateral changes to the CBA.
15

16 25. In addition, by no longer filling the position of chief, the County unilaterally
17 changed the entire CBA that requires approval and/or direction from the chief, department
18 head, and/or appointing authority as the chief filled all these roles at DAS.
19

20 26. The County's when it refused to bargain with the WCASOA also violated Article
21 6(A) which provides that the "County will not interfere with or discriminate in respect to any
22 term or condition of employment against any employee because of membership in the
23 bargaining unit, or because of any legitimate activity pursuant to this Agreement by the
24 individual employee or the Association on behalf of its members, nor will the County
25 encourage membership in any other employee organization." The acts to refuse to comply
26 with the CBA, transfer the members for punishment and for personal or political reasons, as
27
28

1 well as the failure to negotiate changes to the CBA, are based least in part on the WCASOA
2 activities by its members.

3 27. NRS 211A.110 designates that the chief of DAS is the appointing authority. The
4 County, on September 3, 2025, stated that it would not be appointing a chief, so there is no
5 longer an appointing authority, chief and/or department head as outlined in the CBA.
6

7 28. Article 9(B) defines that "The time when vacation is to be taken shall be
8 determined by the appointing authority after considering the needs of the service and the
9 seniority and wishes of the employees." The County's removal of the chief, or appointing
10 authority, has unilaterally eliminated the ability of the WCASOA covered members to take
11 vacation as bargained in the agreement.
12

13 29. Similar to the previous paragraph, Article 10(B) requires that a leave of absence be
14 approved by the appointing authority. By unilaterally removing the appointing authority, the
15 County has unilaterally changed this article, a mandatory topic of bargaining.
16

17 30. Article 15 limits call back pay to situations when the chief or designee orders an
18 officer to return to work. As the County has unilaterally removed the chief, and by extension
19 any possible designee, the County has unilaterally changed this article of the CBA.
20

21 31. Article 16 requires the stand-by pay be scheduled by the chief or his/her designee.
22 Similar to call back in Article 15, the County's unilateral removal of the chief from DAS and
23 the CBA means that no officer may be scheduled to be on stand-by pay in accordance with the
24 agreement, therefore unilaterally changing this article.

25 32. The chief or designee is the only person, by the plain and unambiguous language of
26 the CBA that direct how temporary service pay occurs as described in Article 18. By removing
27
28

1 the chief, and by extension his/her designee from the CBA, the County has unilaterally
2 changed this article of the CBA.

3 33. Article 20 provides that training approved by the chief can occur. With no chief to
4 be able to act on this article, the CBA has been altered. This removal of the chief from the
5 CBA was done by the County unilaterally and without negotiating with the WCASOA.

6 34. Article 22(C) defines that "The uniform color(s), manufacturer(s), and overall
7 design(s) shall be determined by the Chief or their designee." The County's unilateral removal
8 of the chief, and by extension their designee, eliminates the ability of officers to know what
9 their assigned uniform shall be, and is a unilateral change by the County.
10

11 35. Article 23(A) directs that the chief will determine what equipment is required to be
12 provided and replaced by the County. Without a chief to make such determinations, the
13 WCSAOA is left without an ability to enforce the CBA, and this is yet another unilateral
14 change by the County. In addition, subsection (E) specifies that "In the interest of safety, both
15 to the Washoe County community and the employees, the Chief and the Association will meet,
16 as needed, for the purpose of consulting on work related safety equipment and technologies."
17 By unilaterally removing the chief from the CBA the County has now made it impossible for
18 the WCSAOA to consult on items related to safety of the employees, a mandatory topic of
19 bargaining.
20

21 36. Article 30 requires that the appointing authority, which under NRS 211A.110 is the
22 chief of DAS be the one who recommends punitive action and handles appeals. Without the
23 appointing authority, the Association is left without any means, in accordance with the CBA,
24 to protest proposed punitive actions and to ensure their rights are protected. This unilateral
25
26
27
28

1 change by the County to the discipline/discharge procedures is an egregious prohibited
2 practice.

3 37. Article 31 requires the chief be involved in the grievance process. Without the
4 chief, also known as the appointing authority by statute, the Association is left without the
5 ability to file a formal grievance that complies with the negotiated agreement. This was
6 demonstrated when the Association attempted to grieve several contractual violations and
7 could not have the informal discussions outlined in II, Step 1 of this article. The County's
8 unilateral removal of the ability of the Association to follow the grievance procedure is a
9 unilateral change to a mandatory topic of bargaining.
10

11 38. Article 32 mandates that "The department head shall determine in which class or
12 classes within the bargaining unit reduction in staff will have the least detrimental effect on
13 departmental operations and will specify the layoff accordingly." The County removed the
14 department head from DAS and then moved to layoff one of the officers. This was both a
15 unilateral change by the County to a negotiated article in the CBA and a violation of the
16 discipline/discharge procedures.
17

18 39. Article 38 equally requires the chief. The County unilaterally removed the
19 appointing authority which modified this article without negotiation with the WCASOA.
20

21 40. In addition, the unilateral reassignment of the Association members by the County
22 placed them under the WCSO and the Sheriff. This unilateral reassignment was effectuated for
23 punishment, and/or for personal and/or political reasons, which is a unilateral change to the
24 discipline/discharge procedures bargained for under Article 29 of the CBA and a violation of
25 NRS 288.270(1)(f).
26
27
28

1 41. On October 14, 2025, the County Commissioners met and voted to begin the
2 process of dissolving the DAS. During this meeting, the financial officer admitted that no
3 chief was to be appointed and that the money for this position had been used for other
4 purposes. At no point did the County negotiate this unilateral change to the CBA with the
5 WCASOA.
6

7 42. During the October 14, 2025, meeting, Commissioner Mike Clark insinuated
8 specifically that WCASOA President Mark Wickman should have reported the former chief
9 for his illegal activities. Mr. Clark stated that the County would not stand by and be
10 embarrassed by these actions and readily admitted that the DAS and WCASOA were being
11 targeted due to the public perception of having the Secret Service shut down the DAS
12 building.
13

14 43. Mr. Clark was clear that the County was going to do something about the former
15 chief's activities, and that this was due to the "black eye" the County now had. Mr. Clark
16 insinuated that the WCASOA members had knowledge of the former chief's actions and had
17 chosen not to report these to protect him.
18

19 44. Mr. Clark repeated many of these same comments at the October 21, 2025,
20 meeting. On October 14 and October 21, 2025, Mr. Clark never stated that the actions taken
21 against the WCASOA were based on merit or fitness standards. Rather, he readily admitted
22 the actions were being taken due to the public perception of the criminal investigation into the
23 former chief.
24

25 45. On October 14, 2025, Mr. Clark further clarified that the fiscal impact of DAS was
26 not important and was not a significant consideration in dissolving this department and for the
27 actions the County is taking against the WCASOA.
28

FIRST PROHIBITED PRACTICE
(Unilateral Change to Mandatory Topics of Bargaining)

46. Complainant re-alleges and incorporates by reference all preceding paragraphs.

47. The County unilaterally changed the bargained for processes in the above-mentioned articles of the CBA.

48. These actions constitute unilateral changes to mandatory topics of bargaining as outlined in NRS 288.150(2) as well as other topics that have been previously bargained for by the parties.

49. The County's actions were unilateral and intentional and were done without negotiating the change with the WCASOA which violates NRS 288.150 and NRS 288.270.

SECOND PROHIBITED PRACTICE
(Discrimination for personal and/or political reasons)

50. Complainant re-alleges and incorporates by reference all preceding paragraphs.

51. The County's actions to unilaterally modify and change the CBA were undertaken for personal and/or political reasons and were not based on merit and fitness of the WCASOA covered members.

52. The County's actions to transfer the WCASOA covered member was undertaken for personal and/or political reasons and were not based on merit and fitness of the WCASOA covered members.

53. These actions were unilateral and intentional and were done for personal and/or political reasons in violation of NRS 288.270(e).

THIRD PROHIBITED PRACTICE

(Interfere with employee's rights under Chapter 288)

54. Complainant re-alleges and incorporates by reference all preceding paragraphs.

1 55. The County's actions to unilaterally modify and change the CBA were undertaken
2 to, and did interfere with the WCASOA covered members' rights under NRS Chapter 288.

3 56. The County's actions to unilaterally eliminate WCASOA covered members' rights
4 under the CBA were unilateral and intentional and violated NRS 288.270(1)(a).

5 **FOURTH PROHIBITED PRACTICE**
6 **(Dominate, interfere in the administration of WCASOA)**

7 57. Complainant re-alleges and incorporates by reference all preceding paragraphs.

8 58. The County's actions to interfere with the WCASOA rights under the CBA is a
9 prohibited practice as outlined in NRS 288.270(1)(b).
10

11 59. The County's actions to interfere with the administration of the WCASOA by
12 attempting to bargain with other agencies/departments were meant to, and did interfere with
13 the administration of the WCASOA.

14 60. The County's actions were intentional and unilateral and were meant to and did
15 dominate and interfere with WCASOA's ability to administer its own organization.
16

17 61. The County's actions are prohibited practices and violate NRS 288.270(1)(b).

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1 Wherefore, the actions taken by the County against the Washoe County Alternative
2 Sentencing Officers Association and its members constitute prohibited practices under NRS
3 Chapter 288.

4 **THEREFORE**, Complainant prays for relief as follows:

- 5 a. A finding that the conduct of Respondent as referenced herein constitutes
6 prohibited practices under Chapter 288 of the Nevada Revised Statutes;
- 7 b. A finding that Respondents failed to bargain in good faith;
- 8 c. A finding that Respondent made unilateral changes to mandatory topics of
9 bargaining;
- 10 d. A finding that Respondent made unilateral changes to the other subjects of
11 bargaining previously negotiated by the parties;
- 12 e. A finding that Respondent discriminated against the WCASOA and its
13 members for personal and/or political reasons;
- 14 f. A finding that Respondent interfered with the WCASOA and its members
15 rights provided for in NRS Chapter 288;
- 16 g. A finding that Respondent interfered with and dominated the administration of
17 the WCASOA;
- 18 h. An order requiring Respondent to cease in violating N.R.S. 288.270;
- 19 i. An order requiring Respondent to comply with NRS 288.150 and cease making
20 unilateral changes to the CBA and to mandatory topics of bargaining;
- 21 j. An order requiring Respondent to comply with NRS 288.150 and cease making
22 unilateral changes to the CBA;
- 23 unilateral changes to the CBA;
- 24 unilateral changes to the CBA;
- 25 unilateral changes to the CBA;
- 26 unilateral changes to the CBA;
- 27 unilateral changes to the CBA;
- 28 unilateral changes to the CBA;

- 1 k. An order requiring Respondent to pay the Complainant's reasonable attorney
2 and representatives' fees and expenses in bringing this action; and
3 l. Any and all other relief that the Employee Management Relations Board deems
4 appropriate.

5 DATED this 5th day of November, 2025.

6 /s/ Ronald J. Dreher

7 Ronald J. Dreher

8 NV Bar No. 15726

9 DREHER LAW

10 P.O. Box 6494

11 Reno, NV 89513

12 Telephone: (775) 846-9804

13 ron@dreherlaw.net

14 Attorney for Complainant
15
16
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20
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22
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28

CERTIFICATE OF SERVICE

Pursuant to NAC 288.070, the undersigned hereby certifies that on this date I served a true and correct copy of the preceding document addressed to the following:

Christopher J. Hicks
Washoe County District Attorney
Chaz Lehman, Esq.
Brandon Price, Esq
One South Sierra St.
Reno, NV 89501
Attorneys for Respondent

by electronic service by transmitting the copy electronically as an attachment to electronic mail in portable document format.

DATED this 5th day of November, 2025.

/s/ Ronald J. Dreher
Ronald J. Dreher
NV Bar No. 15726
DREHER LAW
P.O. Box 6494
Reno, NV 89513
Telephone: (775) 846-9804
dreherlaw@outlook.com
Attorney for Complainant

CERTIFICATE OF SERVICE

Pursuant to NAC 288.070, the undersigned hereby certifies that I served a true and correct copy of the preceding document addressed to the following:

Marisu Abellar
Commissioner, EMRB
MAbellar@emrb.nv.gov
3300 W. Sahara Avenue
Suite 260
Las Vegas, NV 89102

by electronic service by transmitting the copy electronically as an attachment to electronic mail in portable document format.

Dated this 5th day of November, 2025.

/s/ Ronald J. Dreher

Ronald J. Dreher
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Attorney for Complainant

Washoe County (Respondent)

Answer to the Complaint

FILED
November 26, 2025
State of Nevada
E.M.R.B.
8:51 a.m.

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Washoe County District Attorney
2 CHARLES W. LEHMAN
Deputy District Attorney
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8 ATTORNEYS FOR WASHOE COUNTY

9 **BEFORE THE EMPLOYEE MANAGEMENT RELATIONS BOARD**
10 **STATE OF NEVADA**

11 * * *

12 WASHOE COUNTY ALTERNATIVE
SENTENCING OFFICERS ASSOCIATION,

Case No. 2025-021

13 Petitioners,

14 WASHOE COUNTY,

15 Respondent.
16
17
18 _____/

19
20 **RESPONDENT'S ANSWER TO THE COMPLAINT**

21 COME NOW, Respondent Washoe County (County), a local government employer as
22 defined in NRS 288.060 and NRS 286.070, has filed a motion to dismiss the Complaint. Without
23 waiving the arguments set forth in the motion to dismiss hereby answers the Complaint filed by
24 Complainant Washoe County Alternative Sentencing Officers Association (WCASOA" or
25 "Association"). Unless specifically admitted herein, all allegations in the Complaint are denied.

26 //

1 **I. THE PARTIES**

2 1. Respondent admits the allegations in Paragraphs 1 and 2.

3 **II. LEGAL AUTHORITY AND JURISDICTION**

4 2. The County admits the parties are subject to NRS Chapter 288 and that the cited
5 provisions of NRS 288.150 and NRS 288.270 speak for themselves. To the extent Complainant
6 mischaracterizes the statutes or their application, those allegations are denied.

7 3. The County denies any implication that it has violated NRS 288.150 or NRS
8 288.270.

9 **III. PROHIBITED PRACTICES**

10 4. The County admits the allegations set forth in paragraph 9 of the Complaint.

11 5. The County is without sufficient knowledge or information to either admit or deny
12 the allegations set forth in paragraphs 10, 12, 13, and 14, of the Complaint, and therefore denies
13 the same.

14 6. The County denies the allegations contained in paragraphs 11, 15, 16, 17, 18, 19,
15 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, and
16 45 of the Complaint including any implication of wrongdoing or improper motive.

17 7. Respondent specifically denies that any statements made by Commissioner Mike
18 Clark constitute evidence of a prohibited practice under NRS 288.270 or any other applicable law.

19 8. Respondent further denies that any actions taken by the County were based on
20 public perception, political retaliation, or personal animus, and asserts that all actions were taken
21 in good faith and consistent with its management rights under NRS 288.150(3).

22 9. Respondent denies any claim that it unilaterally changed mandatory subjects of
23 bargaining or violated the CBA.

24 10. Respondent specifically denies that it violated any provision of the CBA or NRS
25 Chapter 288, or that it acted for personal or political reasons.

26 //

1 **IV. FIRST PROHIBITED PRACTICE**

2 11. Respondent denies the allegations in Paragraphs 46 through 49.

3 **V. SECOND PROHIBITED PRACTICE**

4 12. Respondent denies the allegations in Paragraphs 50 through 53.

5 **VI. THIRD PROHIBITED PRACTICE**

6 13. Respondent denies the allegations in Paragraphs 54 through 56.

7 **VII. FOURTH PROHIBITED PRACTICE**

8 14. Respondent denies the allegations in Paragraphs 57 through 61.

9 **VIII. AFFIRMATIVE DEFENSES**

10 1. The Complaint fails to state a claim upon which relief can be granted.

11 2. Complainant failed to exhaust contractual and administrative remedies, including
12 grievance and arbitration procedures under the CBA, as required by NRS 288.375(2).

13 3. No probable cause exists to support the Complaint under NAC 288.375(1).

14 4. The Complaint is barred by the applicable statute of limitations and/or laches.

15 5. Respondent acted in good faith and within its management rights under NRS
16 288.150(3), the CBA.

17 6. There are insufficient facts in the Complaint to demonstrate that the County
18 willfully discriminated against Complainant because of his race, personal reasons, or affiliations.

19 7. Any alleged damages were caused by Complainant's own actions or omissions.

20 8. Declaratory relief is inappropriate where an adequate remedy at law exists.

21 9. The County acted in good faith and did not directly or indirectly perform any act
22 whatsoever which would constitute a breach of any duty owed to Complainant.

23 10. The County at all times herein alleged therefore acted in good faith and did not
24 directly or indirectly perform any act whatsoever which would constitute a Prohibited Practice.

25 11. Declaratory relief sought by Complainant pursuant to his Complaint should be
26 denied, in that an adequate remedy exists at law.

1 12. Any damages sustained by Complainant are the result of his own acts or conduct;
2 and therefore, Plaintiff is precluded from relief because of his own actions and/or unclean hands.

3 13. At all times relevant to this action, the County properly exercised their
4 management rights described in NRS 288.150(3), the collective bargaining agreement between
5 the parties, and the Washoe County Code.

6 14. It has been necessary for the County to employ the services of an attorney to
7 defend this action, and a reasonable sum should be awarded to the County for their attorneys'
8 fees and costs expended in defending this action.

9 15. The County alleges pursuant to NRCP 11, at the time of the filing of this Answer,
10 all possible affirmative defenses may not have been alleged pending the development of
11 sufficient facts after reasonable inquiry; therefore, the County reserves the right to amend this
12 Answer to allege additional affirmative defenses if warranted.

13 16. Respondent reserves the right to assert additional defenses as discovery and
14 investigation proceed.

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1 **IX. CONCLUSION**

2 Respondent denies all allegations in the “Conclusion” section of the Complaint.

3 WHEREFORE, Respondent respectfully requests that the Board:

4 1. Dismiss the Complaint in its entirety with prejudice;

5 2. Award Respondent its reasonable attorney’s fees and costs pursuant to NAC
6 288.373, NAC 288.375, NRS 18.005, and NRS 18.010; and

7 3. Grant such other and further relief as the Board deems just and proper.

8 Dated this 26th day of November, 2025.

9
10 CHRISTOPHER J. HICKS
11 Washoe County District Attorney

12 By /s/ CHARLES W. LEHMAN
13 CHARLES W. LEHMAN
14 Deputy District Attorney
15 NV Bar No. 12994
16 BRANDON R. PRICE
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5, I certify that I am an employee of the Office of the District Attorney of Washoe County, over the age of 21 years and not a party to nor interested in the within action.

I certify that on this date, a true and correct copy of the foregoing document was emailed to the following electronic mail address:

Employee Management Relations Board
emrb@business.nv.gov

Ron Dreher
dreherlaw@outlook.com

Dated this 26th day November, 2025.

/s/ S. Haldeman
S. Haldeman

Washoe County (Respondent)

Motion to Dismiss Complaint

FILED
November 26, 2025
State of Nevada
E.M.R.B.
8:51 a.m.

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7 ATTORNEYS FOR WASHOE COUNTY

8 **BEFORE THE EMPLOYEE MANAGEMENT RELATIONS BOARD**
9 **STATE OF NEVADA**

10 * * *

11 WASHOE COUNTY ALTERNATIVE
SENTENCING OFFICERS ASSOCIATION,

Case No. 2025-021

12 Petitioners,

13
14 WASHOE COUNTY,

15 Respondent.
16
17

18 **WASHOE COUNTY'S MOTION TO DISMISS COMPLAINT**

19 Respondent, WASHOE COUNTY, by and through its undersigned counsel, requests the
20 Government Employee-Management Relations Board ("Board") to dismiss the First Amended
21 Complaint ("Complaint") filed by the Washoe County Alternative Sentencing Officers
22 Association ("WCASOA" or "Association") pursuant to NAC 288.375(1), (2), and (5).

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1 **I. INTRODUCTION**

2 The Association's Complaint is not a straightforward effort to enforce the Collective
3 Bargaining Agreements ("CBAs") or safeguard employee rights. Rather, it appears to be a broader
4 attempt to interfere with the County's ability to exercise its statutory authority and contractual
5 management rights, including its authority to restructure operations, maintain efficiency of
6 operations, determine the quality and quantity of services to be offered to the public and the
7 methods and means by which those services are provided, and pursue legislative changes
8 necessary to support those efforts. While the Association may disagree with the County's
9 decisions, this matter does not involve mandatory subjects of bargaining and there has been no
10 unilateral change in the terms and conditions of employment under the CBAs. Instead, it raises
11 issues that fall squarely within the County's discretion to manage its operations in the public
12 interest.

13 The Complaint alleges that the County committed prohibited practices by unilaterally
14 transferring WCASOA members, removing take-home vehicles from members, and declining to
15 appoint a new Chief of the Department of Alternative Sentencing ("DAS"). However, these
16 actions fall squarely within the County's non-negotiable management rights under NRS
17 288.150(3) and Article 4 of the CBA. The Complaint also makes the unfounded claim that
18 WCASOA were discriminated against for political or personal reasons. The Complaint fails to
19 state a claim upon which relief can be granted and should therefore be dismissed.

20 **II. RELEVANT FACTS AND PROCEDURAL HISTORY**

21 **A. Ratification of Collective Bargaining Agreements**

22 In July 2024, the County and the Association ratified new CBAs for July 1, 2024, through
23 June 30, 2028. *See* Ex. 1 and 2 (WC0001- WC0072), WCASOA Supervisory and Non-
24 Supervisory CBAs. These agreements reaffirmed the County's management rights and imposed
25 no obligation to maintain DAS or appoint a Chief.

26 ///

1 **B. Washoe County Internal Audit**

2 On July 18, 2024, the Washoe County Board of County Commissioners (“BCC”) approved
3 the internal audit schedule of County Departments and Divisions for Fiscal Year (“FY”) 2025.
4 Ex. 3, BCC Agenda for July 18, 2024 (Item 9.C.3)(WC0079), and applicable Staff Report
5 (WC0097- WC0101). This schedule included an internal audit of DAS. *Id.* at WC0100. The
6 County Audit Committee (“CAC”) conducted a review of DAS. Ex. 4, Washoe County Audit of
7 DAS Operations (WC0102- WC0121). The audit was to review DAS processes and procedures
8 for operational efficiency and identify opportunities for improvement. *Id.*

9 On April 9, 2025, the Washoe County Internal Audit Division (“IAD”) issued its audit
10 report on DAS following a review approved by the CAC and the BCC. *Id.* The IAD also had an
11 obligation to make recommendations for improvements of DAS based on observations during
12 fieldwork. *Id.* The audit of DAS’s processes aimed to streamline activities, eliminate
13 inefficiencies, and enhance overall effectiveness to best serve the public. *Id.* The scope of the audit
14 included a review of the processes of probation services, pretrial supervision, Sober24 (court-
15 ordered drug and alcohol monitoring); and an examination of selected general ledger accounts,
16 and related reporting and collecting procedures. *Id.* The auditors conducted the review by
17 performing inquiries of staff, making observations of various processes, and reviewing relevant
18 documentation, including policies, procedures, and transaction records. Additionally, the auditors
19 analyzed data to identify trends or anomalies and evaluated the overall effectiveness of the
20 processes themselves. The approach was designed to ensure a thorough understanding of the
21 operations under review and to provide actionable recommendations for improvement. *Id.*

22 The audit uncovered significant and systemic failures across DAS. The audit report made
23 thirty-nine (39) individual findings and sixty-seven (67) independent recommendations based on
24 those findings. *Id.* Among the findings was that DAS was projected to exceed its budget for the
25 third consecutive year. Findings also identified a purchase order that exceeded its Board-approved
26 amount by \$86,000 and noted a lack of segregation of duties for ordering and receiving goods.

1 Auditors also found significant service redundancies between DAS's Pre-Trial Services and other
2 County programs, leading to resource duplication. The report also concluded that services offered
3 were not aligned with available resources, resulting in an “overextension” that risked a decrease
4 in service quality. Notably, a central finding was the “lack of external management involvement
5 or oversight in key operational areas,” which reduced accountability and allowed operational
6 issues to go unaddressed. *Id.*

7 **C. Resignation of DAS Chief and Providing Out of Class Pay**

8 Following the resignation of DAS Chief Justin Roper on March 3, 2025, the County
9 exercised its discretion under NRS 288.150(3) and elected not to appoint a new Chief of DAS.

10 In the interim, Sergeant Joshua Kautz, a member of the Supervisory WCASOA bargaining
11 unit, voluntarily assumed key administrative and supervisory duties typically performed by the
12 Chief. Sergeant Kautz agreed to handle responsibilities such as approving timecards, approving
13 leave requests, approving training requests, assigning staff, and serving as the primary point of
14 contact for DAS operations. *See* Ex. 5, Declaration of Patricia Hurley (WC0123). In recognition
15 of these duties, the County initially approved a 5% administrative pay adjustment. *See* Ex 5 at ¶¶2-
16 3; Ex. 6 (WC0127). After the Association raised concerns regarding the application of Article 18
17 – Temporary Supervisory Pay, the County (in coordination with the Association) increased
18 Sergeant Kautz’s out-of-class pay to 10%, consistent with the CBA. This adjustment was
19 confirmed on May 22, 2025, and extended through the end of the calendar year. *See* Ex. 7–8
20 (WC0131- WC0141).

21 Sergeant Kautz continues to manage day-to-day operations and ensure uninterrupted
22 administration of employees’ rights and benefits. Between March and October 2025, he approved
23 584 hours of vacation leave, 118 hours of compensatory leave, and over 3,900 hours of other pay
24 types, including training, callback, standby, and shift differential. *See* Ex. 13 (WC0176).

25 At no point during this period has there been any disruption to employee rights, benefits,
26 or contract enforcement. Sergeant Kautz has effectively served as the de facto appointing

1 authority, and his role, along with the County's responsive adjustments, demonstrates that all
2 bargained-for rights have remained intact.

3 **D. Management Proposed Restructuring and Informal Discussions**
4 **with Association**

5 In response to the extensive audit findings, County management developed a plan to
6 dissolve DAS and transfer its law enforcement functions to the Washoe County Sheriff's Office
7 ("WCSO") by January 2026 to improve efficiency, enhance managerial oversight, and better serve
8 the public. Ex. 9 at ¶¶2-3, Declaration of Abbe Yacoben (WC0143). This restructuring plan is
9 not targeted at the members of the Association, but rather, it would apply equally to all employees
10 of DAS (both sworn law enforcement and civilian employees). The goal of this organizational
11 restructuring was to address the inefficiencies discovered in the audit and improve County
12 operations and services to the public. *Id.* at ¶4 (WC0144); Ex. 10, BCC Agendas, Staff Reports
13 from October meetings (WC0146- WC0153). Additionally, County leadership looked to improve
14 efficiency and dissolve DAS in way that had minimal impact on DAS employees. The plan
15 intentionally avoids significant employee lay-offs and does not disrupt the employee associations
16 and the CBAs.

17 The planned dissolution of DAS and reassignment of employees are squarely within the
18 County's authority as defined in the CBAs Under Article 4, "Rights of Management." Both the
19 supervisory and non-supervisory CBAs explicitly state the County has the right, without
20 negotiation, to:

21 (d) Maintain the efficiency of its governmental operations.

22 (e) Determine the quality and quantity of services to be offered to the public and the
23 methods, means and personnel by which those services are to be offered; and

24 (f) Determine appropriate staffing levels....

25 Ex. 1 and 2 (WC0006 and WC0042).

26 ///

1 On August 27, 2025, County management met with Association representatives to discuss
2 a proposed way forward about the future of DAS. Ex. 5 at ¶4 and 9 at ¶5 (WC0123 and WC0144).
3 County management informed the Associations that they proposed to eliminate DAS and transfer
4 the members of the Associations under the command and control of the Washoe County Sheriff's
5 Office. Management's intent was and is to keep the Associations and their respective CBAs fully
6 intact, which was clearly articulated to the Associations. *Id.* There was and is no intent to change
7 the classifications, compensation or benefits, or any other rights afforded to members of the
8 Associations under the CBAs. Ex. 5 at ¶6 and 9 at ¶6.

9 In this process, management made clear that:

- 10 • The original CBAs would remain intact.
- 11 • No changes were proposed to employee compensation, benefits, or job classifications.
- 12 • The County's intent was to improve efficiency without layoffs.

13 These actions are expressly authorized under Article 4 of the CBA, which reserves the
14 County the exclusive right to do the following without bargaining:

- 15 • "Maintain the efficiency of its governmental operations."
- 16 • "Determine the quality and quantity of services to be offered to the public and the
17 methods, means and personnel by which those services are to be offered."
- 18 • "Determine appropriate staffing levels..."

19 Ex. 1 and 2.

20 **E. Take Home Vehicles**

21 In the spring of 2025, the County began reviewing the Department of Alternative
22 Sentencing's (DAS) take-home vehicle practices in light of IRS regulations and internal audit
23 findings. Ex. 5 at ¶ 12. The County notified the Association that under IRS guidelines, only
24 employees in "on-call" status may qualify for take-home vehicle use without triggering taxable
25 fringe benefit implications. *Id.* The County also identified potential liability and risk exposure
26 associated with continued vehicle use outside those parameters. However, no action was taken to

1 remove take-home vehicles, and the County expressly communicated that it was evaluating the
2 issue and would not proceed without further review. *Id.* As of the date of the Complaint, and
3 continuing through the present, the County has not implemented any change to the take-home
4 vehicle practice *Id.* at ¶¶11-12. (WC0125).

5 **F. The Association’s Grievance and County’s Response**

6 On September 3, 2025, the Association improperly filed a grievance on behalf of the
7 members of both Associations alleging without any factual allegations that the County violated
8 Articles 2, 5, 6, 9, 10, 13, 15, 16, 18, 20, 22, 23, 27, 30, 31, 32, 37, 38, of the current CBAs,
9 Nevada Revised Statutes Chapter 288 and Chapter 289, violations of other possible policies and
10 procedures and articles of the CBA. Ex. 11, WCASOA Grievance (WC0163- WC0166). The
11 grievance alleged the proposed plan was a unilateral change violating numerous CBA articles and
12 was a punitive measure in response to the “former Chief’s actions.” The grievance offered no
13 factual allegations whatsoever that would support the claim that the intent of the actions taken
14 were for purposes of punishment. *Id.* The remedy sought was to “[i]mmediately cease all actions
15 to dissolve the Department of Alternative Sentencing.”

16 In accordance with the grievance procedures in the CBA, the County provided a response
17 to the Associations at level II of the grievance procedure. Ex. 12, Grievance Response (WC0167-
18 WC0174). The County denied the grievance on September 10, 2025, on the primary legal grounds
19 that it was not ripe for adjudication. The County’s response noted that grievance was not ripe
20 because it “depends on contingent future events that may not occur as anticipated or may not occur
21 at all.” *Id.* At the time the grievance was filed and responded to, the dissolution of DAS was a
22 contingent event. The dissolution and restructuring required changes to Washoe County Code
23 (WCC). The process to change county code is a multistep process that requires numerous actions
24 by the Washoe County Staff and public actions by the BCC. *See* Washoe County Code Chapter 2.
25 The County emphasized that “no employee has been transferred, separated, reclassified, or
26 otherwise impacted.” Ex. 12 (WC0169) . More importantly, the County pointed out that there had

1 been "no change whatsoever to the existing bargaining unit members' conditions of employment."
2 *Id.* The County further reiterated that it was Management's intent to keep the current CBAs intact
3 and maintain the Associations' members' pay, benefits and rights. *Id.*

4 The response also offered to address concerns in their grievance. To ensure continuity for
5 purposes of CBA administration, the County offered to designate a WCSO manager to act in the
6 capacity of "Chief" for contractual purposes, including grievance processing and supervisory
7 references found throughout the CBAs *Id.* (WC0172). As an alternative to designating a Chief
8 from WCSO for contractual purposes, the County offered to collaborate with WCASOA on
9 appropriate language modifications to substitute "Chief" with "Sheriff and/or designee" to absolve
10 any of the Association's concerns about procedural issues under the CBAs. The County offered
11 to enter a side agreement or MOU agreement under Article 37 preserving the current contract
12 terms, while reflecting the updated organizational structure. *Id.*

13 Based on subsequent correspondence, the Association narrowed its grievance to focus only
14 on alleged violation of Articles 27 and 29 of the CBAs. Ex. 15, Correspondence concerning the
15 narrowing of the Grievance (WC0185). These articles pertain to investigations and the "just cause"
16 standard and appeals process for disciplinary action. The Association is claiming the transfer of
17 its members is punitive in nature; however, it has failed to provide any factual allegations or
18 evidentiary support to state a viable claim. Importantly, Article 29 is not referenced in the original
19 grievance, thereby failing to provide proper notice of this allegation. The subject articles in the
20 grievance that were withdrawn by the Association are now subject to this Complaint. This matter
21 is scheduled for arbitration in August of 2026.

22 **G. Decision to Restructure Department of Alternative Sentencing**

23 On March 18, 2025, the BCC voted to repeal substantial portions of the Washoe County
24 Code governing DAS, effectively abolishing the department. The repeal is scheduled to take effect
25 on January 1, 2026. The County has expressed its intent to transfer all members of WCASOA" to
26 the WCSO. The County intends to maintain all affected employees in their current classifications

1 and preserving all rights, benefits, and protections afforded under the existing collective
2 bargaining agreements. This transition is intended to improve operational efficiency and oversight,
3 better serve the public, while ensuring continuity of employment and contractual protections for
4 Association members.

5 **III. Legal Standard**

6 The Board may dismiss a complaint for lack of probable cause under NAC 288.375(1). A
7 complaint must contain a “clear and concise statement of the facts constituting the alleged practice
8 sufficient to raise a justiciable controversy under Chapter 288.” *See* NAC 288.200; *see also* *Teresa*
9 *Daniel, et al. v. Education Support Employees Association*, Case No. A1-046028, Item 767 (2011).
10 If a complaint lacks sufficient factual allegations to raise a justiciable controversy, it necessarily
11 lacks probable cause and is subject to dismissal. *See Thomas D. Richards v. Police Managers and*
12 *Supervisors Association*, Case No. A1-046094, Item No. 788 (2013).

13 The Board must dismiss the Complaint if it determines that no probable cause exists for
14 the Complaint, NAC 288.375(1), and may do so if the parties have not exhausted their contractual
15 remedies, including any rights to arbitration, unless there is a showing of special circumstances or
16 extreme prejudice, NAC 288.375(2), or if a complainant files a spurious or frivolous complaint.
17 NAC 288.375(5).

18 The Board is to look solely to the allegations of the Complaint and must convert the motion
19 to dismiss to a motion for summary judgment if matters outside the complaint are presented and
20 not expressly excluded by the Board. NRCP 12(b). However, the Board may refer to matters
21 outside the pleadings without converting the motion to one for summary judgment if documents
22 are attached to the Complaint, *Breliant v. Preferred Equities Corp.*, 109 Nev. 842, 847, 858 P.2d
23 1258, 1261 (1993), or the documents are incorporated by reference into the Complaint and the
24 Complaint refers to them extensively or forms the basis of the claim. *Id.* (citing *Hollymatic Corp.*
25 *v. Holly Sys., Inc.*, 620 F.Supp. 1366, 1367 (D.C. Ill. 1985) (contract attached to complaint and
26 ///

1 admissions in answer and in reply to counterclaim); *Berk v. Ascott Inv. Corp.*, 759 F. Supp. 245,
2 249 (D.C. Pa. 1991) (court may consider document incorporated by reference into the complaint)).

3 If the motion to dismiss is converted to a motion for summary judgment, the Board must
4 dismiss the Complaint if there is no genuine issue of material fact and the moving party is entitled
5 to judgment as a matter of law. *Thomas v. Las Vegas Metro. Police Dept.*, Item No. 588, Case
6 No. A1-045804 (2005) (citations omitted). Respondents must first demonstrate an absence of
7 evidence supporting one or more elements of the Association's claims. *Id.* (citations omitted).
8 The burden then shifts to the Complainant to demonstrate the existence of a genuine issue of fact
9 for hearing. *Id.* (citations omitted).

10 IV. ARGUMENT

11 A. The County's Decision to Not Appoint a DAS Chief is Within Its Management 12 Authority and Does Not Violate the CBAs

13 The Association's claims fail on the face of the Complaint. Although the Complaint
14 references numerous alleged violations of the CBA, the central issues are straightforward: the
15 County chose not to appoint a Chief of the DAS and instead initiated an operational reorganization
16 plan that would reassign Association members to another County department, the Sheriff's office.
17 Nearly every alleged contractual violation cited by the Association stems from these management
18 decisions, which fall squarely within the County's authority under the CBAs. *See* Complaint at 7
19 ¶ 25.

20 The Association disingenuously contends the absence of a DAS Chief renders various
21 CBA provisions inoperable. However, the County is under no legal or contractual obligation to
22 appoint or maintain a DAS Chief. The CBAs do not require the County to preserve any specific
23 organizational structure or to fill any management position. Likewise, the Complaint alleges an
24 unlawful transfer of the entire Association without providing any factual allegations to state a
25 viable claim.

26 ///

1 The Association's attempt to compel the County to appoint a Chief is an improper effort
2 to rewrite the CBA, and interfere with the County's exclusive management rights. The Board
3 should reject this effort and dismiss the Complaint.

4 **B. The Complaint Premised Upon the County's Decision to Not Appoint a Chief**
5 **to DAS Is Time-Barred Under NRS 288.110(4)**

6 The Association's allegations of prohibited practices, (with the exception of its claim
7 concerning the transfer of Association personnel to the Sheriff's Office) are untimely and must be
8 dismissed.¹ Under NRS 288.110(4), the Board lacks jurisdiction over any complaint alleging a
9 prohibited practice that is filed more than six months after the occurrence of the alleged violation.

10 The Association had actual knowledge of the County's decision not to appoint a new Chief
11 of DAS following the resignation on March 3, 2025. It also knew that Sgt. Kautz had assumed the
12 Chief's duties and was receiving temporary supervisory pay in accordance with the WCASOA
13 CBA. These facts are acknowledged in the Association's own communications, which further
14 recognized the County's efforts to maintain operational continuity and adhere to the CBAs.

15 If there had been a genuine disruption of rights under the CBA, the Association would
16 have acted promptly. Instead, it waited until October 8, 2025, beyond the six-month statutory
17 deadline, to file its Complaint. This demonstrates the spurious nature of the Association's
18 Complaint. To the extent the First Amended Complaint alleges that these actions constituted a
19 unilateral change, interference, or other prohibited practices under NRS Chapter 288, those claims
20 are time-barred. Accordingly, the Board must dismiss these prohibited practice allegations as a
21 matter of law under NRS 288.110(4).

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25 ¹ The allegations concerning the proposed transfer of the Associations members should be dismissed on other
26 grounds as discussed below. This claim is not ripe and the Complaint fails to state a viable claim under
288.270(1)(e).

1 **C. The Association's Complaint Improperly Challenges Non-Negotiable**
2 **Management Rights**

3 The Association's Complaint seeks to challenge the County's plan to restructure DAS,
4 including the elimination of the Chief position and reassignment of personnel. These actions fall
5 squarely within the County's exclusive management rights under NRS 288.150(3) and Article 4
6 of the applicable CBAs.

7 Under NRS 288.150(3), local government employers retain the non-negotiable authority
8 to:

- 9 • Hire, direct, assign, or transfer employees (excluding transfers as discipline);
- 10 • Determine staffing levels and performance standards;
- 11 • Decide the quality, quantity, and delivery methods of public services.

12 Despite the Association's attempt to erode management's rights, these are not mandatory
13 subjects of bargaining. The County's restructuring effort followed a comprehensive internal audit
14 that identified inefficiencies, budget overruns, and a lack of oversight. The Association's members
15 remain in their current classifications, under the same CBAs, with no loss of wages, benefits, or
16 rights. These are precisely the types of operational decisions the statute was designed to protect.

17 The Association's attempt to reframe these management decisions as prohibited practices
18 is legally unsupported. The reassignment of DAS personnel was part of a broader, non-disciplinary
19 reorganization and falls within the County's express authority under both statute and contract.
20 Article 4 of the CBAs reinforces this authority, granting the County the right, without negotiation,
21 to direct employees, determine staffing, and maintain operational efficiency.

22 The express management rights set forth in Article 4 of the CBA were not unilaterally
23 imposed, they were affirmatively bargained for by the parties during previous contract
24 negotiations. These provisions reflect a mutual understanding that the County must retain
25 discretion over core operational decisions. This negotiated language is not boilerplate; it represents
26 a deliberate allocation of authority to management, agreed upon by both parties. The inclusion of

1 these rights in the CBA demonstrates that the union recognized and accepted the County's need
2 to retain flexibility in managing its workforce and organizational structure.

3 The Nevada Supreme Court has upheld this principle. The Court emphasized that the
4 language of the CBA itself is the most persuasive evidence of the parties' intent. *City of Reno v.*
5 *IAFF, Local 731*, 130 Nev. 1013, 1018-1020, (2014). Here, the CBAs show these were bargained
6 for managerial rights. Article 4 of both agreements reserves the County's right to determine
7 staffing levels, assign personnel, and maintain operational efficiency. The Association has not,
8 and cannot, identify any provision limiting the County's discretion to restructure DAS or eliminate
9 the Chief position. The intent is to have the Association's positions remain intact, and employees
10 will continue to be covered under their existing CBAs.

11 Moreover, the County's decision not to appoint a new Chief is not only protected by NRS
12 288.150(3), but is also expressly vested in the Board of County Commissioners under NRS
13 211A.100. Under NRS 211A.100, the Chief "must be appointed by the action of a majority of the
14 governing body" and serves in the unclassified service. This appointment authority rests
15 exclusively with the Board of County Commissioners. When read in conjunction with NRS
16 288.150(3), which reserves management rights to determine organizational structure and staffing,
17 it is clear that the decision whether to appoint a Chief is a non-negotiable matter of managerial
18 discretion.

19 The Association's attempt to impose bargaining obligations on a decision that is both
20 contractually and statutorily reserved to management is therefore without merit and should be
21 dismissed.

22 **D. The County's Actions Are Consistent with Its Statutory Duty to Operate**
23 **Efficiently in the Public Interest**

24 The County's plan to restructure the DAS, reassign employees, and decline appointing a
25 new Chief is not only lawful, but also consistent with the express legislative policy set forth in
26 NRS 288.150(7), which provides:

1 The provisions of this chapter, including without limitation the provisions of this
2 section, recognize and declare the ultimate right and responsibility of the local
3 government employer to manage its operation in the most efficient manner
4 consistent with the best interests of all its citizens, its taxpayers and its employees.

5 This provision reflects the Legislature's clear intent to balance collective bargaining rights
6 with the County's duty to efficiently manage its operations. The County's plan to restructure DAS
7 was taken in direct response to the comprehensive internal audit that revealed systemic
8 inefficiencies, budget overruns, and a lack of oversight within DAS. The restructuring plan,
9 including the reassignment of personnel and the elimination of the DAS Chief position, was
10 designed to streamline operations, reduce redundancy, and improve accountability, all in service
11 of the public interest.

12 The Association's Complaint seeks to override this statutory mandate by imposing
13 bargaining obligations on decisions that are expressly reserved to management. Such an outcome
14 would not only violate NRS 288.150(3), but would also undermine the County's ability to fulfill
15 its statutory responsibility under subsection (7) to act in the best interests of the public and its
16 workforce.

17 If the Board entertains the Association's prohibited practices complaint, it would frustrate
18 lawful, efficiency-driven reforms that are clearly within the County's discretion.

19 **E. The Complaint Violates the Separation of Powers by Attempting to Enjoin a
20 Lawfully Enacted Ordinance**

21 The Association's Complaint presents a direct challenge to the doctrine of separation of
22 powers. On November 18, 2025, the Washoe County BCC, acting in its legislative capacity,
23 formally enacted amendments to the Washoe County Code eliminating the Department of
24 Alternative Sentencing ("DAS"), effective January 1, 2026. This action was taken at a duly noticed
25 public meeting and followed the procedural requirements for legislative enactments under Nevada
26 law.

///

1 By seeking this Board to compel the BCC to reverse or halt this reorganization, the
2 Association is not merely challenging a management decision, it is attempting to enjoin the
3 implementation of a duly enacted ordinance. This is a constitutional overreach and falls well
4 outside the jurisdiction of the Employee-Management Relations Board (“Board”).

5 Under NRS 288.110(2), the Board may hear complaints arising out of the interpretation or
6 performance under Chapter 288. However, the Board’s remedial authority is limited to ordering a
7 party to “refrain from the action complained of or to restore to the party aggrieved any benefit of
8 which the party has been deprived. . .” The statute does not authorize the Board to invalidate or
9 enjoin the implementation of a legislative enactment, nor does it empower the Board to interfere
10 with the legislative process or override the lawful discretion of a county’s elected governing body.

11 The Nevada Supreme Court has emphasized that the separation of powers is “probably the
12 most important single principle of government declaring and guaranteeing the liberties of the
13 people.” *Nevada Policy Research Inst., Inc. v. Cannizzaro*, 138 Nev. 259, 264 (2022). Allowing
14 this Complaint to proceed would constitute a clear error of law and set a dangerous precedent,
15 effectively inviting labor organizations to use the prohibited practices process to second-guess
16 legislative decisions and dictate the structure of County government.

17 The BCC’s decision to eliminate DAS was made through a public legislative process,
18 supported by a comprehensive internal audit, and consistent with its statutory authority under NRS
19 211A.100 and NRS 288.150(3). The Association’s attempt to reverse this action through an
20 administrative complaint is not only procedurally improper but constitutionally impermissible.

21 Accordingly, the Board should dismiss the Complaint in its entirety for lack of jurisdiction.
22 The Association’s requested relief would require the Board to interfere with a legislative
23 enactment, something it has no authority to do under Chapter 288 or any other provision of Nevada
24 law.

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1 **F. The Complaint Fails to Establish a Unilateral Change**
2 **in Violation of NRS 288.270**

3 For a party to prevail on a unilateral change claim, a complainant must show that the
4 employer altered the actual terms or conditions of employment such that they differ from what
5 was bargained-for or otherwise established. *See SEIU Local 1107 v. Clark County*, Case No. A1-
6 045965, Item No. 713A (Oct. 5, 2010).

7 The Board has further clarified that a unilateral change claim requires proof of the
8 following four elements:

- 9 1. The employer breached or altered the CBA or an established past practice;
10 2. The employer's action was taken without bargaining with the exclusive representative;
11 3. The change is not merely an isolated breach, but a policy change with a generalized or
12 4. The change concerns a matter within the scope of representation.

13 *See SEIU Local 1107 v. Clark County*, Case No. 2021-019, Item No. 881 (2022); *see also O'Leary*
14 *v. Las Vegas Metro. Police Dep't*, Case No. A1-046116, Item No. 803 (2015).

15 Here, the Association fails to satisfy any of these elements. The Complaint does not allege,
16 nor can the Association demonstrate that the County altered any bargained-for right or benefit.
17 The only alleged change is that the individual performing certain administrative functions is no
18 longer the "Chief," but a designated employee who has been compensated with out-of-class pay
19 in accordance with the CBA. The substantive rights in the Articles of the CBA (such as vacation,
20 leave of absence, return to work, standby pay, service pay, training, uniform and colors,
21 equipment, punitive action and appeals, and grievance process) all remain unchanged.

22 The Complaint fails to allege a single instance where an individual in the association has
23 been affected. Not a single fact. The Complaint is void of such facts because nothing has changed
24 with respect to the terms and conditions of the Association's members. Moreover, since DAS
25 Chief Roper's resignation, Sgt. Kautz has actively performed key administrative functions,
26 including approving leave requests, processing time records, and serving as the point of contact

1 for operational matters. Ex. 5 at ¶¶ 2-3. His role has ensured that bargaining unit members have
2 experienced no disruption in their rights, benefits, or access to contractual processes. The County
3 has compensated and continues to compensate Sgt. Kautz with out-of-class pay, further
4 demonstrating that no unilateral change occurred, only a good faith continuation of CBA
5 administration during a transitional period.

6 The Association's reliance on the absence of the word "Chief" or "appointing authority"
7 is legally insufficient. The CBA does not guarantee that *a specific named or titled individual* must
8 perform the contractual functions. The bargained-for right is the benefit itself, not who implements
9 it. The County has continued to administer the CBA in good faith, by paying an Association
10 member out of class pay to fulfill these duties and offering to enter into a side agreement to
11 substitute "Chief" with "Sheriff and/or designee" for contractual purposes.

12 Moreover, the Nevada Supreme Court has confirmed that no unilateral change occurs
13 where the employer does not alter the actual terms of employment. In *Bisch v. Las Vegas Metro*
14 *Police Dept.*, 129 Nev. 328, 339, 302 P.3d 1108, 1116 (2013) 1108, 1115 n.5 (2013), the Nevada
15 Supreme Court determined for there to be a unilateral change there must be actual terms changed
16 outside of the bargaining unit. For example, in *Washoe County Teachers Ass'n v. Washoe County*
17 *School District*, Item No. 470 (2000), the Board held that a change in the content or administration
18 of a workday does not constitute a unilateral change where the *underlying contractual terms*
19 *remain intact*. While *Washoe County Teachers Ass'n* predates *Bisch*, it reflects the same principle:
20 that management retains discretion over how to implement contractually defined rights, so long
21 as the *rights* themselves are not altered. The ability to implement the underlying rights and benefits
22 falls within the employer's rights under NRS 288.150(3)(c) and does not require bargaining when
23 the contract language is clear.

24 Accordingly, the County's decision to transfer employees under new leadership does not
25 constitute a unilateral change, as there is no alteration to the employees' wages, benefits, rights or
26 substantive terms under the existing collective bargaining agreement. The Board held an employer

1 retains the statutory right to determine its organizational structure and reporting relationships
2 without bargaining over the decision itself. *See Carson City Employees Association v. Carson*
3 *City*. Case N. A1-045635, Item No. 433 (1998). Here, the County has not modified any term or
4 condition of employment governed by the CBA. The Association's objection appears to rest solely
5 on the fact of the proposed transfer and decision not to re-hire the Chief, not on any demonstrable,
6 substantive impact on negotiated terms in the CBA.

7 The County is not obligated to bargain over speculative or administrative changes that do
8 not impact terms of the agreement. To hold otherwise would improperly expand the scope of
9 bargaining beyond what is required by law and undermine the management rights expressly
10 reserved to the County under NRS 288.150(3). However, the County remains open to good faith
11 discussions regarding discrete provisions of the contract that are actually and measurably affected
12 by the transfer.

13 Furthermore, the Association's assertion that it is unable to file a grievance is directly
14 contradicted by its own conduct. See Complaint at ¶37. As reflected in the record, the Association
15 has, in fact, filed a grievance, received a response to that grievance and that grievance is currently
16 proceeding to arbitration. Ex 11, 12, and 15 (WC0163- WC0174, WC0185- WC0189). This
17 undermines the Association's claim that the County's actions have rendered the grievance process
18 inoperative or inaccessible. The ability to invoke and utilize the grievance procedure confirms that
19 the contractual mechanisms remain intact and enforceable. As such, the Association's allegations
20 of an unilateral change are not only legally insufficient, but factually unsupported by its own
21 actions.

22 Here, the County's actions are not only consistent with its statutory and contractual rights
23 but also supported by a comprehensive internal audit that identified systemic inefficiencies and
24 justified the restructuring. Because the CBAs remain in full force and effect the Association cannot
25 show any change in contractually bargained for compensation, the Association's claim fails as a
26 matter of law on the face of the Complaint.

1 **G. The Complaint Fails to Allege a Unilateral Change Because No Change to**
2 **Take-Home Vehicle Use Was Ever Implemented**

3 The Association's allegation that the County unilaterally changed a past practice regarding
4 take-home vehicles is factually incorrect and legally unsupported. At the time the Complaint was
5 filed on October 8, 2025, and continuing through the present, the County has not implemented any
6 change to the practice of allowing Department of Alternative Sentencing (DAS) employees to take
7 home County vehicles. See Ex. 5 at ¶11(WC0125)

8 While internal discussions occurred in April and May 2025 regarding potential IRS
9 compliance issues and liability concerns, no policy restricting take-home vehicles to only on-call
10 employees was ever adopted or enforced. *Id.* The County's communications with the Association
11 and internal staff made clear that the issue was under review, but no directive was issued, and no
12 vehicles were removed. *Id.*

13 To establish a unilateral change under NRS 288.270, a complainant must show that the
14 employer actually altered a term or condition of employment or a binding past practice. Mere
15 consideration of a change, internal deliberation, or advance notice of a possible future action does
16 not constitute a unilateral change. See *SEIU Local 1107*, Case No. 2021-019, Item No. 881 (2022);

17 Here, the Association cannot point to or provide evidence of any actual change in vehicle
18 assignments. The County did not remove any vehicles, did not issue a new policy, and did not
19 alter any employee's access to take-home vehicles. The alleged change simply never occurred.
20 The fact that there has been no change in vehicle assignments demonstrates the spurious nature of
21 the Association's Complaint.

22 Moreover, even if the County were to revise its vehicle policy in the future, such action
23 would be lawful. The CBAs are silent on vehicle use. There is no contractual language or binding
24 past practice that obligates the County to provide take-home vehicles. The County's discretion to
25 assign or withdraw vehicles is preserved under NRS 288.150(3) and Policy 703. Finally, the
26 County's internal review was prompted by legitimate concerns, including:

- IRS regulations regarding taxable fringe benefits;
- Audit findings identifying compliance and liability risks;
- The need to align with County-wide standards and fiscal responsibility.

The governing policy—Vehicle Use policy 703—expressly states that it “shall not be construed to create or imply any contractual obligation by Washoe County to provide assigned take-home vehicles.” Ex. 14, Policy 703 (WC0177- WC0184). The policy further clarifies that vehicle assignments, including take-home privileges, are *entirely discretionary* and may be changed or withdrawn at any time. Critically, the CBA is silent on take-home vehicles. There is no provision in either the supervisory or non-supervisory agreement that guarantees the assignment of vehicles, let alone take-home use. In the absence of any contractual language or established past practice rising to the level of a binding obligation (which is clearly refuted by the policy), any decision to remove take-home vehicles cannot constitute an unilateral change to a term or condition of employment even if it did occur. It is a lawful exercise of management discretion under NRS 288.150(3).

The previous discussions were part of a good-faith effort to evaluate legal and financial exposure, not an attempt to alter terms of employment. The County’s transparency and willingness to engage with the Association further demonstrate that no unilateral change occurred. Accordingly, the Association’s claim must be dismissed. It is based on a hypothetical change that never materialized, and even if it had, it would fall within the County’s lawful management rights.

Accordingly, the Complaint fails to state a claim under NRS 288.270, and as such the first cause of action must be dismissed.

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1 **H. The Complaint Fails to State a Claim for Discrimination**
2 **Under NRS 288.270(1)(e).**

3 The Association alleges that the County's actions were taken for personal or political
4 reasons, and not based on merit or fitness.² However, this claim is unsupported by any factual
5 allegations and fails under the legal standard established by the EMRB and the Nevada Supreme
6 Court.

7 Claims of discrimination for personal or political reasons under NRS 288.270(1)(e) are
8 analyzed under the framework set forth in *Reno Police Protective Ass'n v. City of Reno*, 102
9 Nev. 98 (1986), as modified by *Bisch v. Las Vegas Metropolitan Police Department*, 129 Nev.
10 328, 340 (2013). Under this standard:

- 11 1. The complainant must first establish a prima facie case that protected conduct was a
12 motivating factor in the employer's decision;
- 13 2. The burden then shifts to the employer to demonstrate that it would have taken the same
14 action even in the absence of protected conduct; and
- 15 3. The complainant may then attempt to show that the employer's stated reason is
16 pretextual.

16 In establishing the prima facie case, it is not enough for the employee to simply put forth
17 evidence that is capable of being believed; rather, this evidence must actually be believed by the
18 factfinder. See *Bisch*, 129 Nev. at 340. In *Bonner & Washington v. City of North Las Vegas*,
19 EMRB Case No. 2015-027 (2015), the Board applied this standard and found in favor of the
20 employer. There, two employees alleged they were laid off for political reasons after filing ethics
21

22 ² The Association makes a passing reference to transfers being used as "punishment" in the general allegations
23 section of its Complaint, but it does not assert this as a cause of action or identify it as a specific violation of NRS
24 288.270. See Complaint at 7. Even if the Board were to consider this argument, it would be procedurally barred. The
25 matter has already been grieved and is pending arbitration, and the Association has failed to exhaust its
26 administrative remedies as required under NAC 288.375(2). Furthermore, the EMRB lacks jurisdiction to review
disciplinary decisions. Moreover, the grievance itself does not cite the relevant article of the CBA governing
discipline, further undermining any claim that the issue has been properly preserved. As the EMRB has consistently
held, parties must pursue and exhaust the bargained-for grievance and arbitration process before seeking relief from
the Board. See, e.g., *Operating Engineers Local Union No. 3 v. Incline Village General Improvement District*, Case
No. 2020-012, Item No. 864-C (2021). Accordingly, any allegation regarding transfers as punitive action is not
properly before the Board and should be disregarded.

1 complaints in a prior EMRB case. *Id.* The Board rejected the claim, finding that the government
2 employer had a legitimate, cost-saving reason for outsourcing the department and that other
3 employees who had not engaged in protected activity were also affected. *Id.*

4 Here, the Association has not alleged any facts showing that the County's decision to
5 restructure DAS or not appoint a Chief was motivated by personal animus or political retaliation
6 against Association members. Rather the evidence clearly establishes that the County's actions
7 were based on a comprehensive internal audit that identified inefficiencies and recommended
8 structural changes. The County has consistently maintained that its goal was to improve operations
9 and avoid lay-offs, not to target Association members. The Association's position is also disproved
10 by the fact that the restructuring of DAS and the decision not to appoint a Chief impacts the entire
11 Department and not just Association members. The Association's conclusory allegations are
12 insufficient to establish a prima facie case, and the County's legitimate business justification
13 defeats the claim as a matter of law. Therefore, the Second Cause of Action must be dismissed as
14 a matter of law.

15 **I. The Complaint Fails to Establish a Prima Facie Case**
16 **of Political Discrimination**

17 To state a claim under NRS 288.270(1)(f), a complainant must allege that the employer
18 discriminated against an employee or employee organization because of personal reasons or
19 affiliations. The Complaint fails to meet this standard. It does not allege, nor is there any evidence
20 to suggest, that the County's actions were motivated by the political or personal affiliations of any
21 individual member of the Association or the Association itself. The statute protects against
22 discrimination based on the political beliefs or affiliations of the employee or employee
23 organization, not those of elected officials or decision-makers.

24 To state a claim under NRS 288.270(1)(e), the Complainant must show that protected
25 conduct was a motivating factor in the County's decision. *See Bisch v. Las Vegas Metro. Police*
26 *Dep't*, 129 Nev. 328, 340 (2013).. It offers no factual allegation that the Association's protected

1 activity motivated the County's actions. Instead, it relies solely on Commissioner Clark's *post hoc*
2 remarks, which are insufficient as a matter of law to establish motive or pretext.

3 The Complaint's reliance on isolated remarks by Commissioner Clark are misplaced and
4 legally insufficient to support a claim of political or personal discrimination under NRS
5 288.270(1)(e). These comments, made *after* the staff-driven recommendation to dissolve DAS had
6 already been developed, do not demonstrate that the County's actions were motivated by animus
7 toward the Association's political or personal views. There is no allegation that the Association
8 engaged in protected political activity, nor that any such activity was a motivating factor in the
9 County's decision. Accordingly, the Complaint fails to establish a *prima facie* case of political
10 discrimination under NRS 288.270(1)(f) and must be dismissed.

11 **1. The Recommendation Preceded and Was Independent of**
12 **Commissioner Clark's Comments**

13 The County's recommendation to dissolve the DAS and transfer its functions was the result
14 of a comprehensive internal audit initiated in July 2024 and completed in April 2025. The audit
15 uncovered systemic inefficiencies, budget overruns, and duplicative services. Based on these
16 findings, County staff, specifically the Chief Financial Officer, developed and presented a
17 restructuring plan to improve efficiency and service delivery. See Ex. 4, Audit Report (WC0102-
18 WC0121); Ex. 9, Declaration of CFO Yacoben (WC0143-WC0144).

19 Commissioner Clark's comments, made later during public Board meetings, cannot
20 logically or legally serve as the motive for a recommendation that was already researched, drafted,
21 and presented by staff. The Complainant offers no allegations that Commissioner Clark directed
22 or influenced the audit process or the resulting recommendation.

23 **2. Commissioner Clark's Remarks Were Reactions to Public Perception,**
24 **Not the Basis for Action**

25 The Complainant attempts to link or at least infers that Commissioner Clark's October
26 2025 comments to the County's operational decision to restructure DAS somehow demonstrates

1 that Association members are being transferred as punishment or were being discriminated
2 against. However, this connection is both factually and chronologically flawed. The internal audit
3 of DAS was initiated independently by the CAC and approved by the BCC in July 2024, well
4 before the resignation of the former DAS Chief and the subsequent federal investigation. The audit
5 was part of a regularly scheduled departmental review and was not triggered by any allegations of
6 misconduct.

7 Commissioner Clark's later remarks, referencing "embarrassment" and "reputation", were
8 his reactions to the public fallout from a federal investigation, not commentary on the audit's
9 findings or the County's restructuring plan. The Complainant conflates these separate events to
10 construct a narrative of political retaliation. In reality, the internal audit and the Federal
11 investigation were entirely independent in origin and purpose.

12 The Complainant further attempts to implant the Chief's resignation with the County's
13 justification for action. This is a critical distinction. The County's documented rationale for the
14 proposed restructuring was grounded in operational inefficiencies, fiscal mismanagement, and a
15 lack of oversight, issues identified in the audit, not in political motives. The restructuring was
16 further facilitated by the Chief's resignation but was not the rationale. See Ex. 4, Audit Report
17 (WC0102- WC0121); Ex. 9 ¶¶2-7 (WC0142- WC0144).

18 **3. The County's Actions Were Structured to Protect Employees, Not** 19 **Punish Them**

20 Contrary to the Complainant's narrative, the County's restructuring plan was explicitly
21 designed to avoid layoffs and preserve employee rights under the existing CBAs. The plan
22 proposed transferring employees to the Sheriff's Office while maintaining their classifications,
23 compensation, and benefits. See Ex. 9 ¶ 6(WC0144).

24 If the County's intent was to punish or target the Association, it would not have proposed
25 a transfer-and-retention plan. Instead, it would have pursued layoffs or disciplinary action. No
26 Association member has received formal notice of disciplinary action. This is because they are not

1 being disciplined. The County's actions demonstrate a good-faith effort to preserve employment
2 and continuity of services, not political retaliation.

3 The Complainant's claim of political discrimination fails because it rests entirely on
4 Commissioner Clark's *post hoc* political commentary, which is chronologically and structurally
5 disconnected from the County's staff-driven recommendation. The restructuring plan was based
6 on a comprehensive internal audit and was designed to preserve employee rights, not to retaliate.
7 The Complainant offers no allegations that Commissioner Clark influenced the audit or the
8 recommendation, nor that the County's actions were motivated by anything other than legitimate
9 operational concerns.

10 **J. The Association's Claim Under NRS 288.270(1)(e) Remains Unripe Despite**
11 **the Enactment of the Ordinance Eliminating DAS**

12 Even if the Association had properly pleaded a claim under NRS 288.270(1)(e), the
13 allegation would still fail under the ripeness doctrine. The prohibited practice alleged—that a
14 transfer was made for personal or political reasons, is not only conclusory and unsupported, but
15 also premature.

16 While the Washoe County Board of Commissioners enacted an ordinance on November
17 18, 2025, eliminating the Department of Alternative Sentencing effective January 1, 2026, no
18 transfer or reorganization of employees has yet occurred. The Association's claim is therefore
19 based on a future event, not an actual employment action.

20 Under Nevada law, a claim must present a justiciable controversy to be ripe for
21 adjudication. The Nevada Supreme Court has consistently held that tribunals must avoid
22 entangling themselves in hypothetical or abstract disputes. *See NCAA v. University of Nevada*, 97
23 Nev. 56, 57, (1981) ("[T]he duty of every judicial tribunal is to decide actual controversies by a
24 judgment which can be carried into effect, and not to give opinions upon moot questions or abstract
25 propositions."); *see also Doe v. Bryan*, 102 Nev. 523, 525, (1986) ("Litigated matters must
26 present an existing controversy, not merely the prospect of a future problem."). In *Cote H. v.*

1 *Eighth Jud. Dist. Ct.*, 124 Nev. 36, 38 n.1, (2008), the Court explained that a case is ripe when
2 “the degree to which the harm alleged by the party seeking review is sufficiently concrete, rather
3 than remote or hypothetical, [and] yields a justiciable controversy.” Similarly, in *UMC Physicians’*
4 *Bargaining Unit v. SEIU Local 1107*, 124 Nev. 84 (2008), the Court reaffirmed that there must be
5 a ripe justiciable controversy involving adverse parties with legally recognized interests.

6 Here, the Association’s allegation of discriminatory transfer is not based on any actual
7 employment action. No employee has been reassigned, demoted, or otherwise affected. The
8 Complaint does not identify any specific harm or change in employment status. The mere
9 enactment of a future-effective ordinance does not, by itself, create a ripe controversy under
10 Chapter 288.

11 Until the transfer occurs, and unless it results in a demonstrable change to a term or
12 condition of employment, the Association’s claim remains premature and speculative. As such, it
13 must be dismissed for lack of a justiciable controversy.

14 **K. The Complaint Fails to State a Claim for Interference**
15 **Under NRS 288.270(1)(a).**

16 Under NRS 288.270(1)(a), it is a prohibited practice for a local government employer to
17 willfully interfere with, restrain, or coerce any employee in the exercise of rights guaranteed under
18 Chapter 288. To state a claim, a complainant must allege facts showing that the employer engaged
19 in conduct that was coercive, retaliatory, or discriminatory. The Complaint fails to do so because
20 there are no facts alleging that the County took actions that a reasonable person could find to be
21 coercive, retaliatory, or discriminatory.

22 The EMRB has consistently applied the following test in analyzing interference claims:
23 “The test is whether the employer engaged in conduct which may reasonably be said to tend to
24 interfere with the free exercise of employee rights under the Act.” *See AFSCME, Local 4041 v.*
25 *State of Nevada, Dept. of Corrections*, Case No. 2020-002, Item No. 862B (2021); *see also Billings*
26 *and Brown v. Clark County*, Item No. 751 (2012).

1 To prevail, a complainant must establish three elements:

- 2 1. The employer's action can reasonably be viewed as tending to interfere with,
3 coerce, or deter;
- 4 2. The conduct implicates the exercise of protected activity under Chapter 288;
5 and
- 6 3. The employer fails to justify the action with a substantial and legitimate
7 business reason.

8 *See Juvenile Justice Supervisors Ass'n v. Clark County*, Case No. 2017-020, Item No. 834 (2018);
9 *see also AFSCME, Local 4041 v. State of Nevada*, Case Nos. 2020-001 & 2020-002, Items No.
10 861B & 862B (2021).

11 As reaffirmed in *Nevada Service Employees Union v. Clark County Water Reclamation*
12 *District*, the Board must also balance the employee's protected rights against the employer's
13 justification. Importantly, "the expression of any views, argument, or opinion shall not be evidence
14 of an unfair labor practice, so long as such expression contains no threat of reprisal or force or
15 promise of benefit." *Nevada Service Employees Union v. Clark County Water Reclamation*
16 *District*, Case 2024-030, Item 905 (2024).

17 Here, the Association has not alleged any conduct that could reasonably be viewed as
18 coercive or intimidating. There are no factual claims of threats, retaliation, or discipline. The
19 County has:

- 20 • Continued to recognize the Association;
- 21 • Openly informed the Association of the plans to re-organize and transfer its employees
22 after the decision was made;
- 23 • Administered the CBA in full, including leave, training, and grievance rights; and
- 24 • Designated a qualified employee to perform administrative functions, with out-of-class
25 pay consistent with the CBA.

26 The County's decision not to appoint a Chief of DAS was based on a comprehensive
internal audit identifying operational inefficiencies. This constitutes a substantial and legitimate

1 business justification. The County has also offered to enter into a side agreement to preserve the
2 CBA's functionality—further demonstrating its good faith.

3 In fact, the County has consistently communicated its intent to avoid layoffs, preserve
4 employee rights, and maintain the integrity of the CBAs. There has been no change in
5 classifications, compensation, or benefits. The Association's interference claim under NRS
6 288.270(1)(a) is therefore unsupported by fact or law and must be dismissed.

7 **L. The Complaint Fails to State a Claim Under NRS 288.270(1)(b) – No**
8 **Domination or Interference by Employer.**

9 To establish a viable claim under NRS 288.270(1)(b), a complainant must allege and show
10 that the employer's conduct can reasonably be construed as dominating or interfering with the
11 formation or administration of an employee organization. The Board has refused to find a violation
12 of NRS 288.270(1)(b) where the employer's conduct cannot reasonably be construed as
13 dominating or interfering with an employee organization. *See Las Vegas City Employees' Ass'n*
14 *v. City of Las Vegas*, Case No. AL-046108, Item No. 804 (2015). Mere involvement or
15 disagreement with an employer's position is not sufficient to establish a violation. In *Nye County*
16 *Law Enforcement Ass'n v. Nye County*, EMRB Case No. 2020-025, Item No. 872 (2021), the
17 Board rejected a claim under NRS 288.270(1)(b) where the employer issued internal investigation
18 notices to union representatives. The Board emphasized that:

19 We do not find that Respondent's actions may reasonably [be] viewed as tending
20 to interfere with, coerce or deter the exercise of protected [rights] under the
21 EMRA based on the totality of the circumstances, and Respondent justified their
actions with a substantial and legitimate business reason. *Id.* at 13.

22 The Board further noted that: "It is not the potential for but the reality of domination that these
23 statutes are intended to prevent." *Id.* (citing *Barthelemy v. Air Lines Pilots Ass'n*, 897 F.2d 999,
24 1016 (9th Cir. 1990)).

25 Here, the County's plan to restructure the DAS, including the elimination of the Chief
26 position and reassignment of personnel, was not arbitrary or retaliatory. It was a direct response

1 to the audit that revealed systemic inefficiencies, budget overruns, and a lack of managerial
2 oversight. The audit produced 39 findings and 67 recommendations, including concerns about
3 fiscal mismanagement, service duplication, and operational overextension.

4 These findings provided a substantial and legitimate operational and fiscal reasons for the
5 County's actions, precisely the type of justification the Board recognized in *Nye County Law*
6 *Enforcement Ass'n* as defeating a claim of interference or domination. The County's restructuring
7 efforts were aimed at improving efficiency and accountability, not at undermining the
8 Association's autonomy. Moreover, the County has continued to recognize WCASOA as the
9 exclusive bargaining representative and has offered to preserve the CBA's functionality through
10 administrative designations and side agreements. These actions reflect a commitment to good faith
11 administration, not interference. The Association's claim under NRS 288.270(1)(b) fails as a
12 matter of law and should be dismissed.

13 **M. The Association's Allegation Regarding Leave Restrictions Is**
14 **Refuted by the Indisputable Evidence**

15 The Association alleges that the County has unilaterally altered the terms of the collective
16 bargaining agreement by eliminating the ability of WCASOA-covered employees to take vacation
17 or other forms of leave, in violation of Article 10(B) of the CBA. This claim is not only
18 unsupported, but it is flatly contradicted by the County's records and the actual administration of
19 leave during the relevant period.

20 Attached to this motion is a summary of payroll and leave data for commissioned
21 WCASOA members from March 4, 2025 (the approximate date the former DAS Chief resigned),
22 through October 14, 2025. Ex. 13 (WC0175) The data shows that during this period:

- 23 • 584 hours of vacation leave were taken;
- 24 • 320.5 hours of sick leave were taken;
- 25 • 20 hours of personal leave were taken;
- 26 • 118 hours of compensatory leave were taken.

1 These leave requests were submitted, approved, and processed in accordance with the CBA
2 and County policy. There is no evidence that any employee has been denied a leave of absence.
3 In total, WCASOA-covered commissioned employees have taken over 1,000 hours of approved
4 leave during this period.

5 The Association's claim that the absence of a "Chief" has rendered the leave approval
6 process inoperable is both legally and factually incorrect. Since March 3, 2025, Sgt. Kautz has
7 fulfilled the relevant administrative duties, including leave approvals, and has been compensated
8 under Article 18 of the CBA. The County has also proposed a practical solution, amending the
9 CBA to substitute "Chief" with "Sheriff and/or designee", to align the agreement with current
10 structure while preserving all substantive rights. The role of "appointing authority" remains intact
11 and fully functional.

12 The Association's refusal to accept this approach, despite the County's clear willingness
13 to preserve all substantive employee rights, suggests that its true objective is not to protect its
14 members, but to undermine the County's management rights and manufacture a basis for litigation.
15 The Board should not condone such tactics.

16 **N. The County Has Acted in Good Faith and Attempted to Resolve the Dispute**
17 **Through Negotiation**

18 From the outset, the County has made clear that it does not intend to eliminate the
19 Association or otherwise alter the terms and conditions of employment for its members. Rather,
20 the County's plan to restructure DAS was a lawful and necessary response to systemic
21 inefficiencies identified in the audit. The County's goal has consistently been to improve public
22 service delivery while preserving employee protections under the CBAs and avoiding layoffs.

23 The Association's primary concern appears to be the absence of a "Chief" of DAS, a title
24 referenced throughout the CBAs. However, the County is under no legal or contractual obligation
25 to appoint a Chief. That decision falls squarely within the County's exclusive management rights
26 under NRS 288.150(3) and Article 4 of the CBAs.

1 To address the Association's concern and avoid litigation, the County offered a practical
2 solution: amend the CBAs to replace "Chief" with "Sheriff and/or designee," preserving all
3 substantive rights while aligning the agreement with the current structure. The term "appointing
4 authority" would remain unchanged and fully functional.

5 This proposal ensures that all contractual duties previously assigned to the Chief can be
6 carried out by a designated representative, such as a Washoe County Sheriff's Office Deputy
7 Chief, without requiring the County to fill a position it has lawfully chosen to eliminate. The
8 Association has no right to dictate or influence such appointments.

9 Despite the County's good faith effort to resolve the issue, the Association rejected the
10 proposal and has refused to have meaningful discussions about it. This refusal, despite no loss of
11 rights or benefits, reveals that the Complaint is not about protecting members but rather about
12 obstructing the County's lawful exercise of its management rights. The Board should not reward
13 such tactics. The County has acted transparently, lawfully, and in good faith. The Association's
14 refusal to accept a reasonable compromise further supports dismissal of the Complaint under NAC
15 288.375(1) and (5). The County's willingness to engage in dialogue, despite its clear management
16 rights, underscores its good faith and further supports dismissal under NAC 288.375(1) and (5).

17 **O. The Complaint Is an Improper Attempt to Obtain Preliminary Injunctive**
18 **Relief, Which the EMRB Has No Authority to Grant**

19 The Association's Complaint seeks to prevent the County from implementing a future
20 reorganization and from eliminating DAS, relief that is, in substance, a request for a preliminary
21 injunction. However, such relief is outside the jurisdiction of the Board.

22 In *City of Henderson v. Kilgore*, 122 Nev. 331, (2006), the Nevada Supreme Court held
23 unequivocally that: "NRS Chapter 288, does not expressly grant the EMRB power to issue
24 preliminary injunctive relief and that such power cannot be implied." *Id.* at 333. The statute does
25 not permit the EMRB to issue prospective or anticipatory relief. As the Court explained:.

26 //

1 Here, the Association is not only effectively attempting to block a future departmental
2 reorganization and transfer, but also seeks to preemptively restrict the County from removing take-
3 home vehicles—a discretionary management function that has not yet been exercised. This is
4 precisely the type of prospective, injunctive relief the Nevada Supreme Court has held is beyond
5 the Board's authority.

6 To the extent the Association seeks to use the prohibited practices process as a vehicle for
7 injunctive relief, it is circumventing the statutory framework. Under NRS 288.110(3), only a court
8 of competent jurisdiction may issue a prohibitory or mandatory injunction, and only to enforce a
9 final order issued by the Board. That has not occurred here. Accordingly, the Complaint is
10 procedurally improper and must be dismissed under the controlling.

11 **P. The Association's Refusal to Amend Demonstrably Inaccurate Allegations**
12 **Warrants Dismissal.**

13 The County respectfully requests that the Board dismiss the Complaint pursuant to NAC
14 288.375(5), which authorizes dismissal where a complainant files a spurious or frivolous
15 complaint. The Association's Complaint contains multiple allegations that are demonstrably
16 false, unsupported by evidence, and were not corrected despite being placed on advanced written
17 notice.

18 On October 20, 2025, the County issued a formal Rule 11 letter to the Association's
19 counsel Exhibit 16, identifying several materially inaccurate allegations in the Complaint,
20 including:

- 21 • The claim that WCASOA members were denied leave under Article 10(B) of the CBA,
22 despite payroll records showing that over 1,000 hours of leave were approved and taken
between March and October 2025;
- 23 • The assertion that the Association was unable to file a grievance due to the absence of a
24 Chief, even though the Association filed a grievance on September 3, 2025, and selected
25 an arbitrator; and
- 26 • The conclusory allegation that the County discriminated against Association members for
personal or political reasons, without any factual support.

1 The County requested that the Association amend the Complaint within fourteen (14) days
2 to remove these false allegations. The Association refused to do so.

3 The law requires that a complaint must contain a “clear and concise statement of the facts
4 constituting the alleged practice sufficient to raise a justiciable controversy under Chapter 288. .
5 ..” See NAC 288.200(1)(c). Where a complaint lacks factual support and is not corrected after
6 notice, dismissal is appropriate under NAC 288.375(5). See also *Thomas D. Richards v. Police*
7 *Managers and Supervisors Association*, Case No. A1-046094, Item No. 788 (2013).

8 In the Amended Complaint, the Complainant attributes the phrase “black eye” to
9 Commissioner Clark, enclosing it in quotation marks in a manner that suggests it is a direct quote.
10 See Complaint at ¶ 43. However, Commissioner Clark did not use that phrase.³ This further
11 reflects, at the very least, a lack of precision in the Complainant’s presentation of the record. Given
12 the obligation of candor to the tribunal, the use of quotation marks to imply a direct statement that
13 was never made raises further concerns about the reliability of the Complainant’s factual
14 assertions. The Board should be cautious in crediting allegations that are not supported by the
15 actual statements made during the October 14 or October 21, 2025, meetings.

16 The Association’s refusal to amend its Complaint in the face of clear evidence to the
17 contrary demonstrates that this matter is not being pursued in good faith. The Board should not
18 permit the prohibited practices process to be used as a vehicle for litigation tactics unsupported by
19 fact or law.

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22 _____
23 ³ Based on the video of the Board of County Commissioners | October 14, 2025 meeting, the phrase “black eye”
24 does not appear. However, at 2 hours 46 minutes, Commissioner Clark uses a similar idiom regarding reputation and
embarrassment: Timestamp: [02:46:46] Quote: “...so as a sitting commissioner from my side of it I don’t want to be
embarrassed. I don’t want to have egg on my face I don’t want my county to be embarrassed...”

25 Based on the video of the Board of County Commissioners | October 21, 2025, meeting, the exact term “black eye”
26 does not appear. However, at approximately 4 hours and 31 minutes, Commissioner Clark uses the phrase “turn a
blind eye,” during the discussion regarding the Department of Alternative Sentencing. Timestamp: [04:31:08]
Quote: “...we’ve got to fix this and we can’t turn a blind eye to what what took place we’ve got to fix this...”

1 **V. CONCLUSION**

2 The Association's Complaint is legally deficient, factually unsupported, and procedurally
3 improper. It seeks to challenge core management decisions, such as restructuring, reassignments,
4 hiring decisions, and the elimination of a management position, that are expressly reserved to the
5 County under both statute and contract. The County has acted transparently, lawfully, and in
6 good faith throughout this process, including offering reasonable accommodation to preserve the
7 functionality of the CBAs.

8 The Complaint fails to allege any actual change in compensation, benefits, or working
9 conditions. It is untimely, unripe, and duplicative of a grievance already filed. It contains
10 conclusory allegations unsupported by facts and ignores the County's statutory and contractual
11 rights. Allowing this matter to proceed would not only undermine the integrity of the grievance
12 process but would also invite improper use of the prohibited practices framework to obstruct
13 legitimate government operations.

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1 For the foregoing reasons, the County respectfully requests that the Board dismiss the
2 Complaint in its entirety pursuant to NAC 288.375(1), (2), and (5).

3 **AFFIRMATION PURSUANT TO NRS 239B.030 AND 603A.040**

4 The undersigned does hereby affirm that the preceding document does not contain the
5 personal information number of any person.

6 Dated this 26th day of November, 2025.

7
8 CHRISTOPHER J. HICKS
Washoe County District Attorney

9
10 By /s/ CHARLES W. LEHMAN
11 CHARLES W. LEHMAN
Deputy District Attorney
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5, I certify that I am an employee of the Office of the District Attorney of Washoe County, over the age of 21 years and not a party to nor interested in the within action. I certify that on this date, a true and correct copy of the foregoing document was emailed to the following electronic mail address:

Employee Management Relations Board
emrb@business.nv.gov

Ron Dreher
dreherlaw@outlook.com

Dated this 26th day November, 2025.

/s/ S. Haldeman
S. Haldeman

1	<u>EXHIBIT INDEX</u>		
2	EXHIBIT 1	Washoe County Alternative Sentencing Officers Association Contracts Non- Supervisory CBAs	35 pages
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EXHIBIT 1

EXHIBIT 1

AGREEMENT

BETWEEN

**THE COUNTY OF WASHOE
STATE OF NEVADA**

**AND THE
NON-SUPERVISORY EMPLOYEES
BARGAINING UNIT**

**THE WASHOE COUNTY
ALTERNATIVE SENTENCING OFFICERS
ASSOCIATION**

2024 - 2028



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ARTICLE 1 - PREAMBLE

This Agreement is entered into between the County of Washoe, hereinafter referred to as the "County," and the Washoe County Alternative Sentencing Officers Association, hereinafter referred to as the "Association" or "WCASOA". County and Association shall be referred to jointly as "Parties."

It is recognized by the County, its employees and the Association that the County is charged by law with the duty and responsibility for providing services to the general public and that there is an obligation on each party for the continuous rendition and availability of such services. All employees shall perform loyal and efficient work and service, shall use their influence and best efforts to protect the properties of the County and its service to the public, and shall cooperate in promoting and advancing the welfare of the County and in preserving the continuity of its service to the public at all times.

It is the intent and purpose of the Agreement to assure sound and mutually beneficial working and economic relationships between the Parties hereto, and to provide an orderly and peaceful means of resolving any misunderstandings or differences, which may arise. It is recognized by the County and the Association that each party has a mutual obligation for executing the provisions of this Agreement.

In consideration of these mutual covenants and agreements, the full agreement between the Parties is set forth herein.

ARTICLE 2 - RECOGNITION

In accordance with the provisions of NRS 288, the County has recognized and does recognize the Association as the exclusive bargaining representative of those employees in the bargaining unit:

Classification in the bargaining unit: Alternative Sentencing Officer

The Parties recognize that additional classifications may be established which are assigned to the bargaining unit.

If the County establishes a new classification which is to be assigned to the bargaining unit or changes an existing bargaining unit classification, the Association may be notified in writing of the proposed new established wage rate and job description or changed classification prior to adoption to allow the Association an opportunity for discussion

If, within fifteen (15) days of notification of the proposed wage rate for the new classification, the Association provides written notification of their disagreement with the rate established, the department will meet with the Association to discuss the concerns and work together to find a mutually acceptable resolution.

This recognition does not include intermittent hourly, temporary, and seasonal employees.

ARTICLE 3 - STRIKES AND LOCKOUTS

NRS 288.700 states that it is the public policy of the State of Nevada that strikes against local government employers are illegal. The Association will not promote, sponsor, or engage in,

against the County, any strike, slow down, interruption of operation, stoppage of work, absences from work upon any pretext or excuse not founded in fact, or by other intentional interruption of County business, regardless of the reason for so doing, and will use its best efforts to induce all employees covered by this Agreement to comply with this pledge.

The County will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Association.

ARTICLE 4 – RIGHTS OF MANAGEMENT

The County has the right and is entitled without negotiation to:

- (a) Direct its employees;
- (b) Hire, promote, classify, transfer, assign, retain, suspend, demote, discharge or take other disciplinary action against any employee for just cause;
- (c) Relieve any employee from duty because of lack of work or lack of funds;
- (d) Maintain the efficiency of its governmental operations;
- (e) Determine the quality and quantity of services to be offered to the public and the methods, means and personnel by which those services are to be offered.
- (f) Determine appropriate staffing levels and work performance standards, except for employee safety considerations;
- (g) Determine the content of the workday, including without limitation workload and environmental factors, except for employee safety considerations; and
- (h) Take whatever action may be necessary to carry out its responsibilities in situations of emergency.
- (i) Unless specifically modified by this Agreement, all rights and responsibilities of the County shall remain functions of the County.

ARTICLE 5 - RIGHTS OF ASSOCIATION

A. The County recognizes and agrees to deal with employee representatives of the Association on all matters covered by this Agreement.

B. The selection of employee representatives, employee grievance representatives, employee negotiating team representatives and the officers of the Association is the responsibility of the Association.

C. The Association shall provide the County with a list of employee representatives and maintain its currency.

D. Release time for officers of the Association, employee representatives, employee grievance representatives, and employee negotiating team representatives shall be limited for the purpose of (1) attending County functions/meetings, including negotiations (which term shall also encompass statutory impasse procedures), which have a direct impact upon the Association, or (2) attending in accordance with the provisions of Article 31, Grievance Procedure, to matters relating to grievances. Included within this release time procedure is the authorization for each member of the Association's negotiating committee and/or officers of the Association Board to have a maximum of one (1) hour per week for meetings of the Association's negotiating committee and/or officers of the Association during weeks when the Association and the County are going to have one (1) negotiating session. In the event that the County and the Association meet for negotiations more than one (1) time per week, then the above-described release time limit will be increased by one (1) hour for each session in excess of one (1) session.

E. Release time requires the advance approval of the concerned employee's supervisor, manager or department head. Approval of request for release time under this Article shall not be unreasonably withheld.

F. The Parties agree that this Agreement is the product of negotiations during which both Parties made offers and counteroffers on numerous topics both economic and non-economic, including Association release time as described in this Article, and agree the full cost of release time for Association business for the term of this Agreement has been offset by the value of concessions made by the Association during the course of negotiations of this Agreement.

G. Association representative may be afforded release time to attend to Association business in addition to the release time identified under paragraph D at the discretion of management. Such time must be requested in writing to the manager with the specific purpose for the leave identified to be considered by management.

H. Accurate time recording records of all Association business hours shall be kept. Such records shall be kept as prescribed by the Comptroller's Payroll Office and reports shall be made available to the department, Association, Human Resources, or other need to know basis, as required.

ARTICLE 6 - NON-DISCRIMINATION

A. The County will not interfere with or discriminate in respect to any term or condition of employment against any employee because of membership in the bargaining unit, or because of any legitimate activity pursuant to this Agreement by the individual employee or the Association on behalf of its members, nor will the County encourage membership in any other employee organization.

B. The Association recognizes its responsibilities as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

C. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, gender expression or identity, marital status or domestic partnership, familial status, race, color, creed, national origin, religion or belief, mental or physical disability, genetic information (GINA), veteran status, political affiliation, or any other protected class under applicable federal and state law. The Association shall share equally with the County the responsibility for applying this provision of the Agreement.

ARTICLE 7 - WORK HOURS

A. Workweek 40 hours. The normal workweek of employees covered by this Agreement shall consist of forty (40) hours, excluding meal periods except as provided herein. The workweek shall mean those hours worked between 12:01 a.m. Monday and ending 12:00 midnight Sunday. The scheduling of work-hours within the workweek shall be determined by the County.

B. Meal period. All employees shall be allowed at least a one-half (1/2) hour meal period scheduled approximately in the middle of the employee's workday. This period of time shall be considered the employee's time and not hours worked except as provided herein or as outlined in an alternative work schedule agreement between management and employees.

C. Breaks per shift. All employees shall be granted a fifteen (15) minute rest period during each four (4) hour shift. Such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal breaks, and may not be accumulated or used to supplement meal

breaks, arrive at work late or leave work early except as provided herein or as outlined in an alternative work schedule agreement between management and employees. Rest periods shall be taken without loss of pay and the employee shall not be required to make up such time.

D. **Combination of Breaks:** Employees who are required to work shifts of eight (8) straight hours without a designated meal period may request to have the two (2) rest breaks combined into a one-half (1/2) hour meal period. Under these circumstances, the meal period shall be considered as hours worked. The determination of employees assigned to shifts of eight (8) straight hours shall be made by the Department Head or designee.

E. Work schedules shall be assigned by way of shift-bid based on employee seniority within the class specification at the Department of Alternative Sentencing. The shift bid process shall be completed no less than bi-annually. Additional shift bids throughout the calendar year may occur as deemed necessary by the Chief Alternative Sentencing Officer.

The Parties recognize that use of alternative work schedules such as 10-hour shifts is at the discretion of management.

ARTICLE 8 - ANNUAL LEAVE

A. Vacation accrual for full-time employees:

1. On the first day of the pay period following the completion of six (6) months continuous County service, each employee who is employed full-time shall be entitled to sixty (60) hours vacation leave credit. Thereafter, employees shall accrue vacation credit at the biweekly equivalent of the rates established below:

<u>Years of Continuous Service</u>	<u>Annual Hours Earned</u>
Less than three (3)	120 hours
Three (3) but less than five (5)	160 hours
Five (5) but less than twenty (20)	200 hours
Twenty (20) or more	240 hours

(Effective on or before August 26, 2024)

B. General Provisions

1. An employee's seniority for vacation accrual shall include all periods of service from the employee's last continuous permanent County employment date, except as provided herein. Periods of separation may not be bridged to extend service unless the separation is a result of a layoff, in which case bridging will be authorized if the employee is reemployed in a permanent position in accordance with Article 32, or unless an employee who separates is reemployed within one (1) year and then works a minimum of one (1) year upon reemployment.

2. Vacation credit shall accrue only while an employee is in a paid status. Vacation leave shall not be granted in excess of the vacation credit earned. Vacation taken during a biweekly pay period shall be charged before vacation earned during that pay period is credited. Vacation leave shall be charged on an hour-for-hour basis or major fraction thereof.

3. The time when vacation is to be taken shall be determined by the appointing authority after considering the needs of the service and the seniority and wishes of the employees.

4. Limit on Vacation Accrual: Vacation credit may be accumulated from year to year not to exceed 240 hours. Amounts in excess of 240 hours as of the end of the biweekly pay period encompassing December 31st shall be forfeited as of that pay period, provided however, if an employee: On or before October 15th, requests permission to take annual leave, and the request is denied, the employee is entitled to payment for any leave in excess of two hundred forty (240) hours which the employee requested to take and which the employee would otherwise forfeit as the result of the denial of the employee's request. The Department's obligation is to afford the employee the ability to use their annual leave, which may not necessarily be the dates requested by the employee. For example, an employee on October 1 requests to use 40 hours of leave immediately preceding Christmas. The Department may deny said time off, and still allow the employee to use their leave at a different time prior to the end of the year to avoid forfeiture. The payment for the employee's unused annual leave must be made to the employee not later than January 31.

5. Except as otherwise provided in this Article, upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused accumulated vacation earned through the last day worked. If this date is earlier than the last day of the pay period, the vacation shall be prorated.

ARTICLE 9 - SICK LEAVE

A. Accrual of Sick Leave: Each employee in the service of the County shall be credited with sick leave at the rate of one and one-fourth (1-1/4) working days for each month of fulltime service. Employees in the service of the County for ten (10) years or more shall be credited with sick leave at the rate of one and one-half (1-1/2) working days for each month of full-time service. Sick leave is cumulative from year to year. An employee's seniority for sick leave accrual shall include all periods of service from the employee's last continuous permanent County employment date except as provided herein. Periods of separation may not be bridged to extend service unless the separation is a result of a layoff in which case bridging will be authorized if the employee is reemployed in a permanent position in accordance with Article 32, or unless an employee who separates is reemployed within one (1) year and then works a minimum of (1) year upon reemployment.

B. Use of Sick Leave. An employee is entitled to use accrued sick leave only:

1. When incapacitated to perform the duties of his/her position due to sickness, injury, pregnancy or childbirth;

2. When quarantined;

3. When receiving required service or examination from a health care provider;

4. Upon illness in the employee's immediate family where such illness requires his/her attendance. For this purpose "immediate family" means the employee's spouse, parents (including step and foster), children (including step and foster), brothers or sisters, or corresponding relation by affinity, and if living in the employee's household, includes grandchildren, and domestic partners pursuant to NRS 122A.

5. In the event of a death in the employee's immediate family, the employee may use accrued sick leave, coded as bereavement leave, in the amount of ten (10) days, or the equivalent of

eighty (80) hours for full-time employees on alternate work schedules, or the pro-rated amount for part-time employees at the same ratios as their regular work hours relate to a full-time work schedule for attending the funeral and travel to and from, and attending to any family related business matters. Leave must occur within the first year after the death. For this purpose "immediate family" is defined as the employee's spouse, parents (including step and foster), children (including step and foster), brothers, sisters, grandchildren, grandparents, aunts, uncles, nieces, nephews, or corresponding relation by affinity, or domestic partner as defined by NRS 122A. Should additional leave be necessary, the Department Head may authorize the use of existing accrued leave credits or authorized leave without pay.

C. An employee may be required to provide the department with evidence of need for use of sick or coded bereavement leave. For sick leave absences in excess of three (3) days, or in cases of suspected sick or bereavement leave abuse, the department may require the employee to submit substantiating evidence, including, but not limited to, a physician's certificate, death announcement, or celebration of life announcement, as applicable.

D. If any employee does not have adequate accrued sick leave time, the department may grant the use of accrued vacation time in lieu thereof. In no case, however, will sick leave be granted in lieu of vacation time.

E. Sick leave shall be charged on an hourly basis for each full hour or major fraction thereof if an employee has worked less than forty (40) hours in a workweek. Holidays occurring during a sick leave period shall not be counted as sick leave time. Sick leave taken during a biweekly pay period shall be charged before sick leave earned that pay period is credited.

F. An employee separated from the service shall earn sick leave only through the last working day for which he/she is entitled to pay. Upon death, retirement, permanent disability, or upon termination of an employee after ten (10) years of fulltime employment or its equivalent, for reasons other than for just cause under Article 29 and Article 30, an employee shall be compensated for total accrued sick leave in excess of three hundred (300) hours at the rate of one (1) hour's pay at his/her regular hourly rate for every two (2) hours of sick leave accrued up to a maximum payment of eight hundred (800) hours. There shall be no payment for sick leave balances of three hundred (300) hours or less.

G. As long as an employee is in a paid status, he/she shall earn sick and vacation leave during the time he/she is on such leave. If the employee is on leave without pay, he/she shall not earn sick or vacation leave during the time he/she is on such leave.

H. Personal Leave

1. Personal Leave will be earned on a semi-annual basis as described herein:

(a) Pay Period #01- #13: Personal Leave Credit – July

Employees who use between 0 – 16.00 hours of sick leave during the start of pay period #01 and as of the last day in pay period #13 in each calendar year shall receive twelve (12-hours) of Personal Leave credit at the end of the first full pay period in July of that calendar year. Employees who use between 16.01 – 20.00 hours of sick leave during the start of pay period #01 and as of the last day in pay period #13, in each calendar year, shall receive four (4-hours) of Personal Leave credit at the time specified above.

(b) Pay Period #14 - #26 or #27: Personal Leave Credit - January

Employees who use between 0 – 16.00 hours of sick leave during the start of pay period #14 and as of the last day in pay period #26 (or in the event of a 27th pay period in a calendar year, pay period #27), shall receive twelve (12-hours) of Personal Leave credit

at the end of the first full pay period in January of the next calendar year. Employees who use between 16.01 – 20.00 hours of sick leave during the start of pay period #14 and as of the last day in pay period #26 (or in the event of a 27th pay period in a calendar year, pay period #27), shall receive four (4-hours) of personal leave credit at the time specified above.

2. Personal Leave earned in July and January of each calendar year must be used by the end of pay period #26, or in the event of a 27th payroll paid in a calendar year, pay period #27, and if not used will be forfeited. Under no circumstances will there be any cash payment or cash value for Personal Leave credit that is not used. In order to receive this Personal Leave benefit, an employee must be in a pay status (either working or on paid leave) for all of the pay periods within the noted semi-annual period.
3. Permanent part-time employees shall receive a prorated amount of Personal Leave at the same ratio as their regular work hours relate to a full-time work schedule. Part-time regular work hours will be reviewed as of PP#13 or PP#26 or PP#27 using the weekly working hours encoded in an employees Planned Working Time record.
4. The use of sick leave, coded as bereavement leave, for attending the funeral services of a family member as described in paragraph B above shall not count towards the sick leave usage when calculating personal leave, as outlined in paragraph H above.

I. Sick leave used for purpose of job related illness or injury shall not be counted as sick leave used for the purpose of calculation leave credits as described in paragraph H.

J. Employees shall be allowed to voluntarily transfer up to a maximum of eighty (80) hours of their accumulated vacation leave or compensatory leave during any calendar year to another employee who has no accumulated sick leave hours, but who is otherwise eligible to take paid sick leave. Donated leave must be converted into money at the hourly rate of the donor and the money must be converted into sick leave at the hourly rate of the recipient. The maximum amount of accumulated leave transferred to any employee under the terms of this article shall be four hundred and eighty (480) hours per calendar year. Once leave has been donated and transferred, such leave hours shall not be refundable to the donor making the transfer.

K. Disability Retirement

An employee who applies for disability retirement under the Nevada Public Employees Retirement System (PERS) shall be removed from the payroll and placed on disability retirement no later than sixty (60) days from approval of said disability retirement by PERS.

L. Parental Leave: Subject to the requirements and limitations in this Article, employees covered by this Agreement who are eligible for leave under the Family and Medical Leave Act (FMLA) are eligible for up to four (4) weeks of paid parental leave following the birth of a child of the employee or the placement of a child with an employee for adoption or foster care.

1. Paid parental leave will not exceed four (4) weeks in any rolling twelve (12) month period, regardless of whether more than one birth, adoption, or foster placement occurs within that period.
2. Paid parental leave will run concurrently with any applicable FMLA leave. To receive paid parental leave, an employee must meet all qualifications for FMLA leave for the birth of a child of the employee or the placement of a child with an employee for adoption or foster care. Employees should consult the County's FMLA Policy for more information about FMLA leave.

3. An employee must take paid parental leave in one continuous period that falls entirely within twelve (12) months of the birth or placement of the child. Any unused paid parental leave will be forfeited twelve (12) months after the birth or placement of the child.
 4. Holidays will not extend the period of paid parental leave.
 5. Upon termination of employment for any reason, an employee will not be paid for any unused paid parental leave for which they were eligible.
- (Effective 7-1-24)

ARTICLE 10 - LEAVE OF ABSENCE

- A. A leave of absence may be granted to any employee occupying a permanent position. A leave of absence shall be granted only to an employee who desires to return therefrom to the County service and who at the time the leave is granted has a satisfactory service record.
- B. Leave of absence for thirty (30) working days or less in any calendar year may be granted upon the approval of the appointing authority. Leave requests for more than thirty (30) working days and up to one (1) year may be granted upon the recommendation of the appointing authority and the approval of the County Manager or designee.
- C. Upon approval of the appointing authority and the County Manager or designee, a leave of absence may be granted to an employee who desires to attend school or college or to enter training to improve the quality of the employee's service, who is temporarily incapacitated by illness or pregnancy, who is loaned to another governmental agency for the performance of a specific assignment, or for some other reason equally satisfactory. A leave of absence shall not be granted to an employee who is accepting another position in the classified service or who is leaving the County service to accept other employment, except as provided in this subsection.
- D. A leave of absence with pay shall be granted to any County employee required by law to appear as a juror or, who in their official capacity, is required by law to serve as a witness for the Federal Government, the State of Nevada or a political subdivision thereof. The employee shall be paid the employee's regular salary while on leave of absence but must remit to the County all fees that the employee may receive as a witness or juror, except for mileage and per diem. Court leave shall not be charged against the employee's vacation credit.
- E. The Board of County Commissioners, upon the recommendation of the County Manager, may grant a leave of absence without pay in excess of one (1) year to an employee for the purpose of attending extended courses of training at a recognized college or university, accepting a position in the unclassified service, and for other purposes deemed beneficial to the public service.
- F. Employees taking authorized education leaves may elect to use accumulated annual leave at their option.
- G. Leaves of absence with pay may be granted by the appointing authority to allow employees time off to vote, pursuant to the provisions of NRS 293.463.
- H. Leave of absence with pay shall be granted to an employee to act as a volunteer fireman or any regular organized and recognized fire department for the protection of life or property during working hours or fractions thereof which should otherwise have been devoted to County employment. Further, any employee whose absence from the job is for the purpose of aiding in a public emergency as a volunteer reserve member of a police department or sheriff's office may be relieved from the employee's duties, without the loss of compensation, upon request and approval of the employee's appointing authority, and with the approval of the County Manager.

I. The provisions of this article do not apply to any leave of absence that is governed by the Family and Medical Leave Act.

ARTICLE 11 - JOB-CONNECTED INJURIES

A. In the event an employee is absent due to a service connected disability which has been approved by the County's Claims Administrator, for a period not to exceed sixty (60) calendar days, the employee shall receive compensation as determined by the County's Claims Administrator plus that amount from the County which would cause the total amount received by the employee from both the County's Claims Administrator and the County to equal his/her salary at the time of his/her disability. During this period, the employee shall not be charged with the use of any accrued sick leave, annual leave or other forms of leave.

B. It is the intent of the County to pay the on-the-job injured employee who meets the conditions set forth above, the difference between his/her full biweekly base salary and that provided by the County's Claims Administrator. Therefore, the employee shall return to the County Treasurer all temporary total disability payments made by the County's Claims Administrator covering the period enumerated in Section A of this Article. No supplemental benefit provided for in Section A shall be given until after the employee has deposited his/her lost time benefit check with the Treasurer. Upon the expiration of sixty (60) calendar days, if the employee is still unable to work, he or she may elect to utilize accrued sick leave during which period the employee shall receive compensation from the County as provided in Nevada Revised Statutes.

C. When accrued sick leave has expired, if the employee is still, because of disability, unable to work, he/she will be permitted to use his/her accrued vacation leave as sick leave. Subsequent to the expiration of both the employee's sick and vacation leave, provided the employee has so elected to use his/her sick and vacation leave, the employee shall receive compensation checks directly from the County's Claims Administrator and he/she shall be considered on a leave of absence without pay from the County.

D. In the event there is a dispute over whether a service-connected disability is the result of an employee carrying out directly related 'peace officer' duties or incidental duties, said dispute shall be submitted to a tripartite panel for determination. The Association and the County shall appoint one (1) member each to the panel. These members shall then appoint a mutually agreeable neutral third member. If no agreement is reached on the third member, the Parties shall select the member from a list of seven (7) arbitrators supplied by the American Arbitration Association.

E. Whenever an employee is exposed to carcinogenic materials or communicable diseases that have been verified by the Washoe County District Health Department or other appropriate medical authority, said employee shall receive appropriate examinations, and/or treatment. Additionally, employees shall be permitted to receive Hepatitis-B vaccinations. Any employee who elects to receive this immunization and who then fails to comply with the medical guidelines of this immunization program shall have the expense of his/her immunization deducted from his/her pay.

ARTICLE 12 - SALARIES AND RETIREMENT

A. Schedule of Salary Ranges

1. The Schedule of Salary Ranges of all personnel covered by this Agreement is set forth in Appendix A.

2. The Parties agree the following salary adjustments shall be made during the term of this agreement:

- (a) Effective July 1, 2024, the County agrees to provide a cost-of-living adjustment to all employees covered by the WCASOA contract in the amount of 3%.
- (b) Effective July 1, 2025, the County agrees to provide a cost-of-living adjustment to all employees covered by the WCASOA contract in the amount of 3.25%.
- (c) Effective July 1, 2026, the County agrees to provide a cost-of-living adjustment to all employees covered by the WCASOA contract in the amount of 3.5%.
- (d) Effective July 1, 2027, the County agrees to provide a cost-of-living adjustment to all employees covered by the WCASOA contract in the amount of 3.25%.

3. The salary schedules listed in the Appendices to this Agreement are subject to change during the term of the Agreement as a result of changes to the retirement contribution rate provided for under NRS 286.421 (Payment of contributions by employer on behalf of employee; total rate of contribution).

B. Merit Salary Increase

- 1. The amount of merit salary adjustment paid employees pursuant to the Washoe County Merit Personnel Ordinance shall be five percent (5%).
- 2. If giving the full merit salary adjustment would result in a salary exceeding that maximum amount, the employee shall be given a reduced adjustment, which would result in a salary equal to the maximum amount of the employee's salary range. However, if a merit increase brings an employee within ½ percent of the top of the range, the employee shall be paid at the maximum salary for the range.
- 3. Authorized leave without pay for thirty (30) days or less in a year shall not result in a new anniversary date. Authorized leave without pay in excess of thirty (30) days in a year shall establish a new anniversary date commencing with the employee's return to active service, except for circumstances of military leave.

1. Salary Adjustments

When an error is discovered in an employee's salary calculation, or other form of compensation (e.g., career incentive), the Department of Human Resources shall make the appropriate adjustment retroactive, not to exceed one (1) year from the date the error is discovered. This is not intended to restrict or reduce an arbitrator's award, either its amount or effective date, should such a compensation dispute be grieved in a timely manner.

2. Retirement Contribution

The County shall pay one hundred percent (100%) of the employee's contribution to the retirement plan in the manner prescribed by the Public Employee's Retirement System (PERS) pursuant to NRS 286.421. (Payment of contributions by employer on behalf of employee; total rate of contribution).

ARTICLE 13 - HOLIDAYS AND HOLIDAY PAY

A. Recognized Holidays: The following official legal holidays will be observed by the County and its employees in accordance with NRS 236.015

- 1. January 1 (New Year's Day)
- 2. Third Monday in January (Martin Luther King, Jr.'s Birthday)
- 3. Third Monday in February (President's Day)
- 4. Last Monday in May (Memorial Day)
- 5. June 19 (Juneteenth Day)
- 6. July 4 (Independence Day)
- 7. First Monday in September (Labor Day)

8. Last Friday in October (Nevada Day)
9. November 11 (Veterans' Day)
10. Fourth Thursday in November (Thanksgiving Day)
11. Day after Thanksgiving (Family Day)
12. December 25 (Christmas Day)

Any other day declared as a Nevada State holiday pursuant to NRS 236.015.

Employees working other than the standard Monday through Friday workweek are entitled to the same number of holidays as employees working a standard Monday through Friday workweek.

Compensation for "holiday pay" hours (not worked) can only be taken as cash. Employees have a choice of taking "holiday worked" or "holiday overtime" hours, at the time it is worked, as either cash or compensatory time as outlined below:

- B. **Weekend Holidays:** If January 1, June 19, July 4, November 11, December 25 or any other day declared as a new recognized State or National holiday falls upon a Saturday, the Friday preceding must be observed as the legal holiday; if any of these same holidays fall upon a Sunday, the Monday following must be observed as the legal holiday. Employees required by their department to work on an actual January 1, June 19, July 4, November 11, or December 25 traditional holiday when this holiday falls on a Saturday or Sunday will be compensated at one and one-half (1 ½) times the employees' hourly rate of pay for all hours worked on the actual traditional holiday.
- C. **Holiday Eligibility:** In order to be eligible for holiday pay, an employee must be in a paid status both the scheduled workday before and the scheduled workday after the holiday. Employees on leave without pay (LWOP) are not eligible for holiday pay benefits except for those employees called to military duty and on a military leave without pay. Employees who are off-duty on worker's compensation shall be considered on paid status and shall receive holiday pay. Employees hired on a holiday or hired the day after a holiday are not eligible to be paid for that holiday. Employees leaving County service in a pay period that contains a holiday will not be paid for the holiday unless he/she is in a paid status both the scheduled workday before and the scheduled workday after the holiday.
- D. **Holiday Pay:** For purposes of this Article, dependent on an employee's regularly assigned/bid workday, "holiday pay" (Code 0005) shall be defined as an increment of pay equal to the work hours of the employee's regularly scheduled shift (i.e. eight (8), or ten (10) hours) at an employee's regular, straight time hourly pay rate and can only be taken as cash except as provided herein:
- a. Part-time employees shall be entitled to a prorated number of holiday hours based upon the ratio of the number of hours in their regularly scheduled workweek to a normal forty (40) hour workweek rounded to the nearest 15-minute increment.
 - b. When a holiday of less than a full day is appointed, part-time benefit eligible employees will be entitled to the fractional equivalent time off. That is, an employee who regularly works four (4) hours per day will be given two (2) hours off for a four (4) hour holiday.
 - c. Non-benefited temporary, seasonal and intermittent hourly employees are not eligible for holiday pay. Time worked on a holiday would be considered regular hours.
 - d. Employees temporarily reassigned for a week or longer to an assignment that is less than his/her normal regularly scheduled hours (i.e. working five (5)/eight (8) hour days vs. a normal four (4)/ten (10) hour days) during a workweek containing a holiday shall

only be entitled to holiday pay at the lower temporary schedule (i.e. 8 hours vs. 10 hours).

- e. Employees on a light-duty assignment during a week which contains a holiday shall receive holiday pay in accordance to his/her light duty work schedule.
 - f. Holiday Pay hours may fluctuate from holiday to holiday due to where the Holiday, as defined by this article, occurs within an employee's assigned work schedule (i.e. employee working an 8, 8, 12, 12 schedule may sometimes receive an 8 hour holiday or a 12 hour holiday depending on the day the Holiday falls).
 - g. Under no circumstances should work schedules be arbitrarily changed during a holiday week, unless assigned and approved by management.
1. **Holiday Not Worked:** If a holiday, as defined by this article, falls on the employee's regularly scheduled workday and the employee does not report to work and instead has the day off then the employee shall receive holiday pay, taken as cash only, at their regular, straight time hourly pay rate for the amount of hours that the employee would have normally worked. Part-time benefit eligible employees are pro-rated for the holiday, as defined above.
 2. **Holiday Off (RDO):** If a holiday, as defined by this article, falls on the employee's regular day off (RDO), then the employee shall receive eight (8) hours of holiday pay (Pay Code 0005), taken as cash only, at their regular, straight time hourly pay rate. These holiday pay hours count towards the 40-hour workweek for overtime purposes as defined in Article 14 – Overtime Pay. Part-time benefit eligible employees are pro-rated for the holiday, as defined above.
 3. **Holiday Worked:** If an employee works on a holiday, as defined by this article, he/she shall be compensated for working the holiday by receiving 1.5 times his/her regular, hourly pay rate for each hour or major fraction worked on that holiday up to a maximum of his/her regularly scheduled shift, in addition to receiving holiday pay. The decision as to whether compensation for "holiday worked" hours shall be in cash and/or compensatory time shall be made at the time it is worked and shall be solely the decision of the employee. Compensation for "holiday pay" hours (Pay Code 0005) must be taken as cash.
 4. **Holiday Overtime:** If a full-time employee works over the maximum of his/her regularly scheduled shift on a holiday or a part-time benefit eligible employee works over eight (8) hours on a holiday, as defined by this article, he/she shall be compensated by receiving 2.5 times his/her regular, hourly pay rate for each hour or major fraction worked on that holiday, in addition to receiving holiday worked pay and holiday pay. The decision as to whether compensation for "holiday overtime" hours shall be in cash and/or compensatory time shall be made at the time it is worked and shall be solely the decision of the employee. Compensation for "holiday pay" hours (Pay Code 0005) must be taken as cash.
 5. **Holiday During Leave:** If a holiday, as defined by this article, occurs during an employee's scheduled vacation, sick, compensatory, personal or other paid leave, that holiday shall be charged as "holiday pay" and not be charged as leave.
 6. **Holiday Reporting:** The employee's shift schedule determines when and if an employee should report holiday hours on a recognized holiday, as defined by this article. Employees must report all applicable holiday hours on the day their shift begins or in accordance to the current practice set by management.

ARTICLE 14 - OVERTIME PAY

A. All hours worked in excess of forty (40) hours in a workweek will be compensated at one and one-half (1-1/2) times the employee's regular rate of pay for each hour or major fraction thereof worked. For the purpose of computing overtime, holidays, annual leave, personal paid leave and compensatory time shall be considered as hours worked.

Note: All other payment for time not worked shall not be considered as "hours worked" for the purpose of computing overtime.

B. Overtime shall be compensated in the form of cash or time off and the decision of which form shall be solely that of the employee up to an accumulated cap of one hundred and twenty (120) hours of compensatory time off. In the event an employee attains the accumulated cap of one hundred and twenty (120) hours of compensatory time, the decision of which form of compensation to be provided for overtime shall be at the discretion of the employer, up to a maximum accumulation of four hundred and eighty (480) hours. Overtime worked in excess of four hundred and eighty (480) hours will be paid to the employee in cash.

C. Upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused accumulated compensatory time.

ARTICLE 15 - CALL-BACK PAY

An employee who is called back to duty by the Chief or designee after an employee has completed the employee's regular shift, is off duty for any period of time, and is requested to return to duty with less than 12 hours' notice, shall be paid at the rate of one and one-half (1-1/2) times for each hour or fraction thereof so spent on duty, but not less than two (2) hours for the period called to duty. The employee's duty time shall start when the employee actually reports for duty and ends when the employee is released from duty. The call-back period must not exceed 24 hours or extend beyond the beginning of the employee's next regularly scheduled shift, whichever is shortest. If an employee is called back to work early, and works continuously through the beginning of the employee's regularly scheduled work hours, the two (2) hour minimum does not apply.

ARTICLE 16 - STANDBY PAY

A. Standby time is defined as any time, other than time when the employee is actually working, which has been specifically scheduled and directed by the Chief or his designee, during which the employee is restricted in order to be immediately available for call to duty. Employees are expected to report to work within forty-five minutes (45) to one (1) hour from the time a call to duty is received. Standby time does not include any time where an employee carries a cell phone or other electronic devices to respond to calls when available. Employees on scheduled standby shall be compensated at the rate of one-fourth (1/4) hour pay at the regular hourly rate for each one (1) hour period of standby.

B. If an employee received a duty related telephone call during non-duty hours from the Chief or designee, or at their request, the employee shall receive a minimum of 15 minutes work time. If the work time actually extends beyond 15 minutes, the work time shall be rounded to the nearest 15-minute increment. This provision is intended to apply to situations where it is necessary to obtain information from the employee regarding a work situation. It is not intended to apply to calls on matters such as a request to work overtime, or directives given to the employee to report to work early or other reporting instructions.

ARTICLE 17 - CAREER INCENTIVE PAY

All employees covered hereunder who have completed a total of five (5) years or more of full-time service with Washoe County and who, for the preceding review period, have been rated standard or better pursuant to the applicable Washoe County performance evaluation program shall be entitled to longevity pay in an amount equal to one-half of one percent (1/2%) per year of service, up to a maximum of twelve and one-half percent (12 1/2%) which shall not exceed an annual maximum amount of ten thousand two hundred and ten dollars (\$10,210). An employee's eligibility for longevity pay shall be reviewed as of June 1 and December 1 of each year with payment to be effected in semiannual installments payable on the first payday of June and December immediately following a determination of eligibility.

An employee's seniority for longevity pay shall include all periods of service from the employee's last continuous permanent County employment date, except as provided herein. Periods of separation may not be bridged to extend service unless the separation is a result of a layoff, in which case bridging will be authorized if the employee is reemployed in a permanent position in accordance with Article 32, or unless an employee who separates is reemployed within one (1) year and then works a minimum of one (1) year upon reemployment.

For qualifying employees retiring or resigning before the due date of any semi-annual increment, the amount of the payment shall be prorated.

ARTICLE 18 - TEMPORARY SUPERVISOR PAY

Any employee may be temporarily assigned to serve in an acting capacity in a position allocated to a higher pay range than that in which the employee is employed.

If an employee is temporarily assigned and becomes fully responsible for the duties of such position for at least fifteen (15) consecutive calendar days, the employee shall receive compensation up to ten percent (10%) greater than the employee's base pay rate or compensation equal to the minimum pay rate of the higher level position, whichever is greater. The rate of pay for the assignment will be determined by the higher classification in which the employee is working and application of the rules of salary on promotion in the Merit Personnel Ordinance (Section 5.119). In no event shall the amount of compensation be greater than the maximum pay rate of the salary range of the higher position. The increased compensation will begin on the first day of temporary assignment and until termination of the temporary assignment, as determined by the Chief or designee.

ARTICLE 19 – SHIFT DIFFERENTIAL

All shift work performed between the hours of 6:00 p.m. and 6:00 a.m., shall be considered night work. Payment for night work, in addition to regular compensation, shall be made at the rate of seven percent (7%) of base salary for those hours worked between 6:00 p.m. and 6:00 a.m., except as provided herein.

If an employee works a shift of which at least fifty percent (50%) of the hours are between 6:00 p.m. and 6:00 a.m., the employee shall be paid the differential for the entire shift. No night shift differential shall be paid for overtime worked at either the beginning or the end of a shift unless the regular shift hours qualify for the night shift differential. The shift differential will not apply during the periods of time when the employee is on sick, or annual leave, holidays or other leaves with pay even though the employee is still formally assigned to a shift that qualifies for the differential

ARTICLE 20 – TRAINING

The Alternative Sentencing Officers are required to comply with the annual continuing education/training requirements as prescribed by the Nevada Peace Officer Standards and Training (POST). Such training, as well as other training approved by the Chief or designee, shall be either provided by or paid for by the County. The time necessary to attend such training shall not be charged against the employee's vacation or compensatory time.

Instructor Differential Pay

Employees assigned as instructors to conduct training as Firearms/Active Shooter, Defensive Tactics, TASER, Air Soft, Self-Defense Instructor, or other classes as assigned by the Chief shall receive a ten percent (10%) differential to their base hourly rate of pay in half-day increments for those days when they are conducting training.

Education Incentive

1. **Intermediate P.O.S.T.:** Officers who attain a Nevada Intermediate P.O.S.T. certificate will qualify for a two point five percent (2.5%) of base pay education incentive. Officers will continue to receive the 2.5% incentive until such time the employee is promoted to the Supervisory rank or upon termination of employment with the County.

2. **Advanced P.O.S.T.:** Officers who attain a Nevada Advanced P.O.S.T. certificate will qualify for a five percent (5%) of base pay education incentive. Officers will continue to receive the 5% incentive until such time the employee is promoted to the Supervisory rank or upon termination of employment with the County.

Officers that attain both the Nevada Intermediate P.O.S.T and Nevada Advanced P.O.S.T. certificates are eligible for both education incentive pays, as described above.

(Revised 7-1-24)

Field Training Officer (FTO) Pay

Employees assigned by the Chief or designee to perform as a Field Training Officer (FTO) shall receive in addition to their normal base hourly rate of pay, an additional five percent (5%) of base salary as a differential pay during the actual period of time the employee is performing FTO duties during an employee's normal working hours. The FTO pay differential must be recorded on an hour for hour basis or major fraction thereof. This pay differential is intended to compensate the employee for any special training, experience, and/or qualifications required to perform the duties of a Field Training Officer.

ARTICLE 21 - INSURANCE

A. Medical, Vision & Dental Insurance

1. **Coverage:** The County agrees to provide a group medical plan, including dental and vision coverage, to all members of the bargaining unit and shall pay one hundred percent (100%) of the premium attributable to employee coverage under this plan during the life of this Agreement. In the event the employee elects dependent coverage, the County shall pay fifty percent (50%) of the premium for such coverage.

2. **Benefit Level:** The County agrees to maintain the present level of benefits of the medical plan which is in effect at the time of the signing of this Agreement until such alterations or changes are made in accordance with Paragraph C.

B. Employees Hired or Rehired on or After July 1, 2016 will be automatically enrolled into the High Deductible Health Plan (HDHP) and will remain in the plan for a minimum of two (2) full plan years. The County agrees to pay one hundred percent (100%) of the premium attributable to

employee coverage, and in the event an employee elects dependent coverage, the County shall pay fifty percent (50%) of the premium for such coverage.

C. Insurance Negotiating Committee:

1. Establishment, Purpose and Effective Date

The Association and the County agree to the establishment of an Insurance Negotiating Committee composed of representatives of the County and each recognized employee bargaining unit.

The purpose of the Committee is to recommend to the Washoe County Commission any benefit changes in the County's medical, dental, vision and life insurance plans. This Committee shall also serve as the Oversight Committee for the Retiree Health Insurance Program.

This Committee shall become effective upon approval or ratification of the groups listed in Paragraph 2 below.

2. Composition of Committee

The Committee shall consist of one (1) voting member from each of the following groups:

- (1) Washoe County District Attorney Investigator's Association – Non-supervisory Unit
- (2) Washoe County District Attorney Investigator's Association – Supervisory Unit
- (3) Washoe County Public Attorneys Association
- (4) Washoe County Sheriff's Supervisory Deputies Association
- (5) Washoe County Sheriff's Deputies Association
- (6) Washoe County Employees Assn. – Supervisory-Admin. Unit
- (7) Washoe County Employees Assn. – Non-supervisory Unit
- (8) Washoe County Nurses Association – Non-Supervisory Unit
- (9) Washoe County Nurses Association – Supervisory Unit
- (10) Washoe County Alternative Sentencing Officers Association
- (11) Washoe County Alternative Sentencing Officers Association – Supervisory Unit
- (12) Management
- (13) Any other bargaining unit that may be formed during the term of the Agreement
- (14) The Associations may have an expert attend the insurance committee meeting and provide input to the committee
- (15) Retiree Representative – One (1) retired employee shall serve as a non-voting member to provide input on the effects of proposed changes upon retirees. The name of a retiree may be nominated by any voting member and shall be elected by the majority vote of the members shall serve a term of three (3) years. Such retired member may be re-elected by a majority vote of the members to serve one (1) additional term.
- (16) The Committee Chairperson shall be appointed by the County Manager and will not have a vote on the Committee.

Recommendations to BCC: The voting member of each bargaining unit, upon conferring with its association as necessary, shall have the authority to bind said bargaining unit to any modification in benefits agreed to by a majority vote of the Committee. Such modifications shall then be presented to the County Commission, and if approved by the County Commission, shall be binding upon each bargaining unit.

If the Committee recommendation is rejected by the County Commission, the Commission shall define their objections and parameters and the Insurance Committee shall, within fifteen (15) days of being notified of the Commission's objections and parameters, meet and attempt to redefine plan modifications which meet the Commission-established parameters. If the

Committee is successful, the plan modifications shall be resubmitted to the Commission for approval. If the Committee is unable to determine acceptable modifications for submission to the Commission, the County and Insurance Committee agree to resolve any resulting differences by submitting the dispute to an expedited final and binding interest resolution which shall be binding upon the County and the bargaining units.

3. Binding Interest Resolution Process: When the Insurance Committee first convenes in any plan year, no later than June 30, they shall notify the County Human Resources Director or their designated representative(s) who shall represent the Insurance Committee in selecting an arbitrator and scheduling a timely hearing should it be necessary. Within five (5) days of notification of the Committee's representative(s), said representative(s) and the County Human Resources Director shall meet and designate an arbitrator to hear such dispute should it become necessary. If the parties are unable to agree on the arbitrator, they shall obtain a list of five (5) experienced arbitrators, with in-depth knowledge of public sector insurance systems who are not associated with Washoe County or with the Washoe County Association bargaining units. The list may be obtained from AAA, Federal Mediation and Conciliation Service or any other mutually agreed upon organization. In selecting from the list, the Parties shall alternately strike from the list to select the arbitrator. The right to strike the first name from the list shall be determined by the toss of a coin.

Upon selection of an arbitrator, the Parties shall immediately contact the arbitrator and advise him/her of their selection should a hearing become necessary and the conditions for a decision which shall include: 1) the hearing shall be scheduled for two (2) consecutive days, with each party having one (1) day to present their position on the merits of the dispute; 2) the arbitrator may keep a record of the hearing and the Parties will retain a court reporter to transcribe and provide a real time transcript of the hearing; 3) each party shall have five (5) days following the hearing to submit any brief they intend filing; 4) the arbitrator shall render a decision within fifteen (15) days of when the briefs are due; and 5) the arbitrator's authority shall be restricted to either selecting the plan design submitted by the Committee or the plan design submitted on behalf of the County Commission. The Insurance Committee representative(s) and the County Human Resource Director shall also be advised of the Insurance Committee schedule and shall set a date with the arbitrator in advance of any known dispute in order to ensure a timely decision in the event the resolution process is necessary. In the event the resolution process hearing is not necessary, County shall pay any cancellation fees. Each party shall be responsible for their costs of presenting their case to the arbitrator and any of his/her fees shall be split equally with the Insurance Committee (Associations) paying half and County paying half.

5. Mediation Process: If an impasse occurs prior to going to binding interest resolution, the parties agree to contact the selected individual from the forgoing list of arbitrators to mediate the dispute. Should mediation not resolve the dispute, an expedited hearing with the selected neutral shall occur.

6. Release Time: Any insurance committee member shall be granted time off from their assigned duties with Washoe County to attend the hearing at the County's expense. No overtime costs shall be paid to any employee attending the hearing.

D. Medical Claims Review:

Should there be a dispute over a medical claim under the County's self-funded health plan, it shall be resolved in the following manner: The Insurance Appeals Committee shall first attempt to resolve disputes, not related to medical necessity, as outlined in County's self-funded health plan document(s) claims procedures. If the dispute remains unresolved, it shall then be referred to the

separate arbitration procedure that has been established under the County's self-funded health plan. The aggrieved employee and the County shall each pay one-half (1/2) of the cost of arbitration.

E. Retiree Health Insurance:

The Retiree Health Insurance benefit is based on the employee's original date of hire and total years of County service.

1. For those individuals employed by the County between May 3, 1977 and January 13, 1981, the following provisions apply:

(a) The County will pay 50% of the medical insurance premium attributable to the employee for participation in the County's Retiree Health Insurance Program upon the employee's retirement and receipt of benefits from Nevada PERS, provided the employee has at least a total of ten (10) years of full-time County employment.

(b) The County will pay 75% of the medical insurance premium attributable to the employee for participation in the County's Retiree Health Insurance Program upon the employee's retirement and receipt of benefits from Nevada PERS, provided the employee has at least a total of fifteen (15) years of full-time County employment.

(c) The County will pay 100% of the medical insurance premium attributable to the employee for participation in the County's Retiree Health Insurance Program upon the employee's retirement and receipt of benefits from Nevada PERS, provided the employee has at least a total of twenty (20) years of full-time County employment.

The payments specified in a, b, and c, above, will be made in accordance with and are subject to all applicable laws in effect at the time of the employee's retirement, and are contingent upon the employee being medically eligible to be reinstated into the County's Retiree Health Insurance Program if there has been a break in coverage under the County's Health Plan.

2. For those employees hired on or after January 13, 1981, the provisions listed in Section E.1. above, are applicable except that in order to receive the County provided premium contribution, the individual must enroll in the retiree health insurance benefits and must be an employee of Washoe County immediately prior to drawing retirement benefits. The individual may also enroll anytime thereafter, without the County provided premium contribution, if eligibility and enrollment requirements under NRS 287.025 are met.

3. The parties recognize that the cost of retiree health insurance should be considered a current benefit earned and paid for during an individual's employment with the benefit simply being deferred until retirement. Based upon this, the parties further recognize that the funding of the retiree health insurance program must be addressed during the period of employment of active employees in order to try and ensure the fiscal integrity of the program in the future and in order to try and ensure that the benefit upon retirement can be provided. Additionally, the parties recognize that the prefunding of the service cost of this program, which is addressed below, only represents a portion of the funding obligations of this program and that the parties will address the unfunded liability portion of this program in the future. At the point in time when the retiree health insurance program is fully prefunded, with no unfunded liability remaining, the retiree health insurance program will be fully considered a current benefit earned and paid for during an individual's employment with the benefit simply being deferred until retirement. With those mutual recognitions and understandings, the parties herein agree to prefund the program annually at the actuarially determined service cost amount attributable to this bargaining unit beginning July 1, 1996. The amount of the service cost attributable to this bargaining unit will be a percentage of the number of employees represented by the bargaining unit compared to the number of employees covered under the County's Health Benefit Program.

4. For those employees hired on or after September 17, 1997 through June 30, 2010, and retiring prior to July 1, 2025, the County will pay the portion of the medical insurance premium in the form of a subsidy as established by the County. This subsidy may only be used to offset the

cost of the medical plan premiums offered through the Washoe County Retiree Health Benefits Program. Upon reaching the age of Medicare eligibility, employees referenced in this section must enroll in Medicare Parts A and B, with Medicare becoming primary coverage and Washoe County becoming secondary, should they elect to remain in the County Retiree Health Plan. In order to receive the County provided premium contribution, the individual must enroll in the retiree health insurance benefits and must be an employee of Washoe County immediately prior to drawing retirement benefits. The individual may also enroll anytime thereafter, without the County provided premium contribution, if eligibility and enrollment requirement under NRS 287.0205 are met.

5. For those employees hired on or after September 17, 1997 through June 30, 2010 and retiring on or after July 1, 2025, the County will provide the medical insurance premium in the form of a subsidy as established by the County, in the following manner:

a) Less than Twenty (20) Years of County Service:

(1) To receive the County provided subsidy contribution to the HRA, the individual must be an employee of Washoe County immediately prior to drawing retirement benefits with NVPERS.

b) Twenty (20) or more Years of County Service:

(1) To receive the County provided subsidy contribution to the HRA, the individual must complete 20 years of County service and separate from service through no fault of their own.

The subsidy contribution shall be administered in the following manner:

(1) The monthly subsidy shall be provided in a Health Reimbursement Arrangement (HRA) in intervals as determined by the County.

(2) Funds in this account do not roll over to the following year. Any funds remaining in the HRA at the end of each calendar year shall be forfeited back to Washoe County.

(3) The funds in this HRA shall be used to pay for the retiree's health insurance premiums in retirement. The individual may enroll in a plan through Washoe County or a plan of their choosing.

(a) If the individual elects a plan other than one provided through Washoe County. The individual may re-enroll in a Washoe County plan in accordance with NRS 287.0205.

(4) Eligible expenses of the HRA shall be limited to after-tax premiums (Health, Dental, Vision, Medicare Part B, Medicare Part D, Medicare Supplement, and Long-Term Care insurance).

(5) Upon death of the retiree, any remaining funds in the individual's HRA shall be forfeited back to Washoe County.

(6) The County has the exclusive right to determine the third-party vendor for this plan and shall provide at least 90 days advanced notice should this vendor change.

(7) The County will provide communication and education materials to assist employees with understanding the plan.

6. Washoe County will provide a monthly subsidy to the employees referenced in paragraph 4 at the rates provided in Appendix B based on age and total years of County service prior to retirement from the County, with a minimum of five (5) years of service and maximum of twenty (20) years of service. Effective January 1, 2020, the amounts in the schedule shall be adjusted to the nearest dollar to reflect any change using the CPI Medical Index during any year there is an increase to the medical plan premiums. When medical premium amounts do not change, there shall be no change to the subsidy schedules for the coinciding plan year.

7. For those employees hired after June 30, 2010, there will be no retiree medical health care contributions by the County. Upon reaching the age of Medicare eligibility, employees in this section must enroll in Medicare Parts A and B with Medicare becoming primary coverage and Washoe County becoming secondary, should they elect to remain in the County Retiree Health Plan.

a.) Effective July 1, 2025, any employee who has at least fifteen (15) but less than twenty (20) years of continuous County service, and whose separation from service is not due to death or termination for cause, shall receive \$15,000 into a Post Employment Health Reimbursement Arrangement (PEHRA) for the purpose of paying health insurance premiums post-employment.

b.) Effective July 1, 2025, any employee, who has at least twenty (20) years of continuous County service, and whose separation from service is not due to death or termination for cause, shall receive \$35,000 into a PEHRA for the purpose of paying health insurance premiums post-employment.

The PEHRA shall be administered in the following manner:

1.) The County has the exclusive right to determine the third-party vendor for this plan and shall provide at least 90 days advanced notice should this vendor change.

2.) The County will provide communication and education materials to assist employees with understanding the plan.

3.) The County will comply with all state and federal regulatory requirements relating to managing the PEHRA.

a.) Regulations only allow legal spouses and legal dependents (not turning 27 or older in the tax year) to continue using the funds after the participants death. Funds cannot be passed on to non-spouse or non-qualifying dependent beneficiaries.

4.) Eligible expenses of the PEHRA shall be limited to after-tax premiums (Health, Dental, Vision, Medicare Part B, Medicare Part D, Medicare Supplement, and Long-Term Care insurance).

The County agrees to provide health insurance coverage and shall pay one hundred percent (100%) of the premium for spouses and dependent children of any member of the bargaining unit who is killed in the line of duty and which member has said spouse and dependent children covered under the County's medical insurance plan at the time the member was killed. The spouse shall be covered until normal retirement age or remarriage, whichever occurs first. The dependent children shall be covered up to the age of twenty-six (26).

ARTICLE 22 – UNIFORM ALLOWANCE

A. Washoe County shall pay all employees an uniform allowance at the rate of two hundred fifty dollars (\$250) per quarter, payable quarterly the first payday in April, July and October and the last payday in December.

B. The County of Washoe shall furnish the required uniforms to every new employee and to any present employee when required by the Chief or their designee to replace uniform items, which uniforms shall remain the property of the County.

C. The uniform color(s), manufacturer(s), and overall design(s) shall be determined by the Chief or their designee. Any future changes in uniform design(s), implemented by the Chief or their

designee, shall result in the uniform furnishment to apply to all current employees for the purpose of updating their uniforms.

D. When replacement of any item of uniform or equipment is required due to normal wear, such replacement shall be at the County's expense. When replacement of any item of uniform is required as a result of an employee's negligence or misconduct, such replacement shall be at the employee's expense.

E. Washoe County will reimburse an employee for the repair or replacement cost of a non-uniformed item of clothing or equipment that is damaged or destroyed in the line of duty up to an amount not to exceed the maximum cost of the equivalent uniformed item of clothing or cost of equipment. In order that an affected employee receives the benefit of this section, he/she must immediately report a claim after any work-related incident. The report shall detail the event and its effect on the employee's clothing or equipment. The report shall be approved by the Chief or their designee.

ARTICLE 23 - SAFETY EQUIPMENT

A. Washoe County shall furnish safety equipment to every new employee, and to any current employee when required by the Chief or designee to replace such items, which items shall remain the property of Washoe County.

B. Upon employment, Washoe County shall pay each employee five hundred twenty-five dollars (\$525.00) toward the purchase of a weapon. Any weapon purchased must be approved by the Chief. The employee shall own the weapon and will be responsible to maintain and service the weapon. The employee must qualify with the purchased weapon as directed by the Chief or their designee.

C. In recognition that a duty weapon (pistol/handgun) has a lifespan, the County shall reimburse employees a one-time Duty Weapon Replacement Allowance of up to five hundred twenty-five (\$525.00) to assist in the purchase of a replacement duty weapon. The employee shall own the duty weapon and will be responsible to maintain and service the duty weapon. The employee must qualify with the purchased duty weapon as directed by the Chief. In order to be reimbursed for the allowance, the employee must have ten (10) years of continuous County service and the employee must furnish the County with a valid sales receipt for the new duty weapon.

D. Washoe County shall pay all employees a safety allowance of two hundred fifty dollars (\$250.00) per quarter payable the first payday in April, July and October and the last payday in December.

E. In the interest of safety, both to the Washoe County community and the employees, the Chief and the Association will meet, as needed, for the purpose of consulting on work related safety equipment and technologies.

ARTICLE 24 - RETIRING MEMBERS

When an employee is "honorably retired" in accordance with NRS 202.350(8)(b), the County may provide that employee with one retired identification card and one retired shield.

ARTICLE 25 - DUES DEDUCTION

A. The County agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deduction from their wages in writing, such membership dues as may be uniformly assessed by the Association. Such deduction shall be at no cost to the Association.

B. The remittance to the Association shall be forwarded to the Treasurer of the Association on a bi-weekly basis.

C. There shall be no restriction on the right of an employee to terminate his dues deduction

D. The County Comptroller will be notified in writing of any change in the rate of membership dues thirty (30) days prior to the effective date of such change. A change in the rate of membership dues must take effect on the first day of the start of a pay period.

ARTICLE 26 - DISTRIBUTION OF CONTRACT

This Agreement shall be posted on the Washoe County Human Resources website within thirty (30) days of BCC approval.

ARTICLE 27 - INVESTIGATIONS

For purposes of investigations, members of the bargaining unit shall be accorded all of the rights provided to peace officers pursuant to NRS 289.

ARTICLE 28 - PERSONNEL INFORMATION

A. An employee covered hereunder shall, on his/her request and by appointment, be permitted to examine his/her personnel file, which shall be kept in the Department of Human Resources. An employee may be given a copy of any material in his/her file, upon request.

B. No material derogatory to an employee shall hereafter be placed in his/her personnel file unless a copy of same is provided the employee. The employee shall be given an opportunity to submit explanatory remarks for the record.

ARTICLE 29 - DISCIPLINE, SUSPENSION AND DEMOTION

A. Just Cause Standard: The County shall not demote, suspend or take any other action against a permanent, classified employee without just cause. The County shall notify the employee affected and the Association of all disciplinary actions taken.

B. Poor Performance: If the County alleges that an employee's work performance has fallen below standard, said employee's supervisor shall inform the employee promptly and specifically of such lapses before issuing a warning letter or reprimand.

C. Use of Prior Discipline: Nothing shall be used against an employee in a demotion, suspension or other disciplinary action unless the employee has been notified in writing.

D. An employee may appeal discipline, demotion, suspension or other forms of discipline through the Agreement's grievance procedure that shall be the exclusive remedy for the appeal of disciplinary actions.

ARTICLE 30 - DISCHARGE

A. The County shall not discharge a permanent, classified employee without just cause. The right to protest a discharge pursuant to this Article shall be limited to non-probationary, classified employees.

B. Notice of Proposed Action: Before taking action to discharge an employee having permanent status in the classified service, the appointing authority shall serve on the employee and the Association, either personally or by certified mail, a Notice of Proposed Action, which shall contain the following:

1. A statement of the action to be taken.
2. A statement of the misconduct, including the actions and/or omission and grounds upon which the action is based.
3. If it is claimed that the employee has violated a rule or regulation of the County or Department, a copy of said rule shall be included with the notice.
4. A statement that the employee may review and request copies of material upon which the proposed action is based.
5. A statement that the employee has seven (7) calendar days to respond to the appointing authority in writing.

C. Response to Notice of Proposed Action: The employee or Association upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond or protest to the appointing authority in writing, before the proposed action may be taken. Upon application and for good cause, the appointing authority may extend, in writing, the period to respond.

D. Suspension Pending Discharge:

1. The appointing authority may immediately suspend without pay an employee pending discharge for gross misconduct or conduct, which gives rise to a clear and present danger to public health and safety.
2. Notice of immediate suspension hereunder shall comply with the provisions of Paragraph B above and be served on the employee and the Association either personally or by posting by certified mail within twenty-four (24) hours of the effective time of suspension.

E. Suspension Pending Criminal Case: The appointing authority, upon giving notice as provided in Paragraph B above, may immediately suspend an employee against who there are pending criminal charges and which charge must adversely and directly affect the County service or conflict with continued employment, or is seriously and substantially disruptive of Department or County operations. Pending criminal charges exist when an employee has been named a defendant in a criminal complaint or indictment filed in any court.

F. Order of Discharge: In any action to discharge an employee having permanent status in a position in the classified service, after complying with the applicable requirements of Paragraphs A through E above, having reviewed the employee or Association response, if any, given pursuant to Paragraph C above, the appointing authority may order the discharge of the employee. An Order of Discharge shall:

- (1) be in writing;
- (2) state specifically the causes for the action;
- (3) state the effective date of such action, which shall not be less than seven (7) calendar days from the date of such order;
- (4) be served on the employee and the Association, either personally or by certified mail; and
- (5) be filed with the Human Resources Director.

G. Appeal of Order of Discharge: Either the employee or Association may protest the discharge, which protest shall be an appeal considered and processed in accordance with the Agreement's grievance procedure commencing at Level III.

ARTICLE 31 - GRIEVANCE PROCEDURE

The purpose of the following provisions is to set forth, simply and clearly, the provisions that shall govern the conditions of a grievance appeal.

I. GENERAL PROVISIONS:

A. Definitions:

1. Grievance: A grievance is a dispute by one or more employees or the Association concerning the interpretation or application of an expressed provision of this Agreement.

2. Grievant:

(a) A County employee who is covered by the provisions of this Agreement and who is adversely affected by the matter being grieved.

(b) The Association may file a grievance alleging a violation of contract terms in an attempt to avoid negative precedent. However, in no event may the Association assert a grievance appealing a disciplinary action "on behalf of" an Association member or non-member absent the signed approval of same.

3. Day: For purpose of this procedure, a day is defined as a calendar day.

B. All grievances shall be filed in writing, shall be dated as of the date filed, and shall specify the Collective Bargaining Agreement provision alleged to have been violated. The grievance shall also specify the facts, including names, dates, etc., which are alleged to constitute the violation.

C. A grievant(s) shall have the right to representation at each step of the grievance procedure.

D. Settlement of a grievance made under this Article shall be in writing.

E. Any of the time limits contained in this procedure may be waived upon the mutual written agreement of both parties, except that the waiver of the time limits contained in Step 1 of this procedure, can only be agreed to on the part of the County by the County Manager or his/her designee.

II. GRIEVANCE PROCEDURE

STEP 1:

Informal Discussion: The aggrieved employee shall take up the grievance with the Supervisor within 20 days of when the employee knew or should have known of the occurrence giving rise to the grievance. If the matter giving rise to the grievance is initiated at a level above the Supervisor, the grievance will start with the Chief. For those grievances that are initiated at the Supervisor's level, he or she shall attempt to adjust the matter at that time. If the grievance is not settled during the informal discussion, the grievant shall submit it in writing to the Chief within seven (7) days of the informal discussion. The Chief shall render a decision in writing to the grievant within seven (7) days after receipt of the written grievance.

STEP 2:

For those grievances that are started at Step 1, in the event the grievant is not satisfied with the written response to the grievance, the grievant may refer the grievance in writing to the Director of Human Resources within seven (7) days after receipt of the written response. If the grievance is started at Step 2, the time limits for filing the grievance under Step 1, shall apply.

STEP 3:

If the grievant is not satisfied with the decision rendered at Step 2, within ten (10) days of receipt of such decision, the Association may make a request in writing for arbitration to the Director of Human Resources. The request shall indicate if the grievant is representing himself

rather than being represented by the Association and the matter may be submitted to arbitration, but particular attention is to be drawn to the provision of this Article regarding the cost associated with arbitration. The Parties recognize that assignment of authority to proceed to arbitration to the grievant does not alter recognition of the Association as the employee's representative pursuant to NRS Chapter 288.

III. ARBITRATION PROCESS

A. Issues to Arbitrate: Both Parties shall mutually or severally set forth the issue(s) to be arbitrated in advance of selecting an arbitrator.

B. Selection of Arbitrator: If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators shall be made to the American Arbitration Association or the Federal Mediation and Conciliation Service by either party. The selection of the arbitrator shall be made from the list provided by alternately striking names, the Association striking first or, if the grievant is representing himself, the grievant striking first.

C. Arbitration: The arbitrator so selected shall confer promptly with the parties, shall hold further hearings, and shall issue a report not later than thirty (30) days from the day of the hearing which shall set forth his findings of fact, reasonings, and decision on the issues submitted. The arbitrator's decision shall be consistent with the law and the terms of this Agreement and shall be binding on the parties. The arbitrator shall not have the authority to modify, amend, alter, add to or subtract from, any of the provisions of this Agreement.

D. Expenses: The expenses of arbitration, including the arbitrator's fee/cost and the expenses and costs of the arbitrator's transcript, if any, shall be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expenses. The parties shall be considered as the County and the Association or, if the Association has so delegated, and a grievant is representing himself, the County and the grievant(s).

ARTICLE 32 - REDUCTION IN FORCE/LAYOFFS

Whenever the County reduces in force or lays off any employee having permanent status because of lack of work or lack of funds, the following procedure shall be used:

A. The department head shall determine in which class or classes within the bargaining unit reduction in staff will have the least detrimental effect on departmental operations and will specify the layoff accordingly.

B. Within the bargaining unit, all nonpermanent employees shall be laid off before any permanent employees and in the following order: temporary, intermittent hourly, provisional and probationary.

C. All other conditions being equal; seniority shall be the determining factor for purpose of layoff and right to rehire. Seniority shall be defined as total service time within the bargaining unit. The employee with the least seniority shall be the first to be laid off. The order of rehire shall be in reverse order of layoff with the last or most senior employee laid off being the first to be rehired. Ties in seniority shall be broken by the drawing of lots. Periods of separation may not be bridged to extend service unless the separation is a result of layoff in which case bridging will be authorized if the employee is reemployed in a permanent position in the bargaining unit within the period of his/her layoff eligibility, or unless an employee who separates is reemployed within one year and then works a minimum of one year upon reemployment.

D. An employee laid off in one class within the bargaining unit may displace another employee in another class within the bargaining unit if the laid off employee had previously attained permanent status in the other class and there is an employee in that class with less seniority. The employee displaced shall be considered as laid off for the same reason as the person who displaced him/her.

E. The employee with the least seniority within the bargaining unit shall be displaced by the person who is laid off. The employee displaced shall be considered as laid off for the same reason, as the person who displaced him/her and shall in the same manner be eligible to displace. If two or more employees have the same displacement seniority to a position in a class, the order of displacement shall be determined by the drawing of lots.

F. All election and waivers of displacement rights by employees shall be made in writing.

All permanent employees laid off shall be placed on a reemployment list for the class in which the employee was laid off or for another class within the bargaining unit for which they meet the minimum qualifications. The reemployment list shall remain in effect for a period of two (2) years from the date of lay off.

G. Refusal of an employee to accept an appointment to a position in a class from which he/she was laid off or elected displacement may result in the removal from the reemployment list.

H. The Association will be informed of any pending reduction in force layoffs at least seven (7) days prior to the official notification of employees affected thereby. The notification will include the reasons for the layoffs and the number and types of positions affected. At this time, the Association may make its views and recommendations known to the Director of Human Resources concerning the implementation of such layoff. All layoffs will be carried out in strict compliance with applicable laws and regulations. Employees affected shall be given thirty (30) days notice of layoff.

I. The County will cooperate with any employee who is laid off as a result of a reduction in force layoff and the State Employment Service (or equivalent agency) in determining the rights to be afforded the separated employee(s) and will inform employees of the method and procedures to follow when applying for any available benefits.

ARTICLE 33 - ASSOCIATION USE OF COUNTY BUILDINGS

The County recognizes the necessity of the Association to hold Association meetings. It is mutually agreed that, upon request to the party under whose control the facilities are placed, the Association shall be permitted to meet in County facilities or buildings if such facilities or buildings are available, under the following conditions:

A. Any such meeting held in or on County property shall be without cost to the Association.

B. No such meeting shall be allowed to interfere with normal County activities.

C. This provision is not a guarantee to the Association that County facilities or buildings will be available to them at any specific time, and such meetings will be scheduled at the convenience of the County, except that the County will not deny access to facilities or buildings merely for the purpose of harassment of the Association.

ARTICLE 34 - ACCESS TO INFORMATION

Upon written request of the Association, the County shall make available one copy of the following for the Association's retention and record:

- Tax rates.
- Classification information, including grade and step.
- Tenure information.
- Salary anniversary.
- Merit increase given to bargaining unit personnel.
- All budgetary information filed with the Nevada Tax Commission.
- Departmental budget request as well as tentative and final appropriations.
- Monthly trial balances.
- Any other relevant materials mutually agreed upon by the Parties.

ARTICLE 35 - BULLETIN BOARD AND FACILITIES USE

A. The County agrees to provide a space in the Department of Alternative Sentencing office area for the Association to post one (1) bulletin board. Said bulletin board shall not exceed three (3) feet by four (4) feet in area. Materials shall be posted upon the bulletin board specifically as designated and not on walls, doors, file cabinets or any other place. The material posted on the bulletin board shall not be obscene, defamatory, derogatory, or of a partisan political nature, nor shall it pertain to public issues which do not involve the County or its relationships with County employees. All posted material shall bear the identity of the sponsor, shall be signed by a duly appointed representative of the Association shall be neatly displayed, and shall be removed as soon as no longer timely. All costs incident to preparing and posting of Association material will be done by the Association.

B. Meeting Rooms

County meeting room facilities may be made available upon timely application for use by County employees and the Association. Application for such use shall be made to the party/department under whose control the facility is placed. The Association may be preempted from such use should the need for the facility arise for a County purpose.

C. Communications: For the purpose of communication of Association business, the County shall permit reasonable use of the County's communication systems (i.e., email, Teams), during the employee's breaks or non-work time, by the Association and its members for communications between the Association and its members. The Association and its members recognize there is no expectation or guarantee of privacy for such communication systems, and they are not confidential.

ARTICLE 36 - SAVINGS CLAUSE

A. The Agreement is the entire agreement of the Parties, terminating all prior arrangements and concluding all negotiations during the term of this Agreement. The County shall from time to time meet with the Association to discuss its view relative to the administration of this Agreement. The Association may request discussions if it wishes.

B. Should any provision of this Agreement be found to be in contravention of any federal or state law, or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise cancelled or amended.

C. In the event that Section B above is affected or Chapter 288 of the Nevada Revised Statutes is amended, the County and Association negotiating teams will meet within thirty (30) days of such decision or passage to discuss the ramification(s) on the current Agreement.

ARTICLE 37 - AMENDMENTS TO AGREEMENT

This Agreement may be amended during its term only by the mutual written agreement of the Parties. Such amendments shall be lettered, dated and signed by the Parties and, together with any attached Appendices, if applicable, shall constitute a part of this Agreement.

ARTICLE 38 - GRADES, CLASSIFICATIONS AND TITLES

The Parties have entered into a point factor job evaluation process in which a job evaluation committee is granted authority to determine the points assigned to classifications in the bargaining unit pursuant to the Hay methodology Classification process. The established Grades, Classifications and Titles in the Agreement are set forth in Appendix A. Changes may result in classifications and titles when the job evaluation committee has reclassified a job, or where new classifications are added. The County ascribes responsibility that setting grades, salary schedules and market pay differentials for classifications is the exclusive responsibility delegated by the County to the contracted classification vendor. Further, the Parties agree that appeals of classification or reclassification shall first go back to the job evaluation committee, and subsequent appeals shall be to the contracted classification vendor, and are not subject to the grievance and arbitration provisions of the Labor Agreement.

In the event that there is a permanent assignment of duties, which the Association or County believes alters the classification of an employee's position, the Association or County may request to have the employee's position studied. Such request shall be submitted to the Human Resources Department, setting forth in writing the reasons that form the basis for review. Human Resources shall discuss the changes with the employee(s) and management and prepare a new position description if necessary. The new description shall be submitted to the job evaluation committee, which will determine whether an existing classification is appropriate, or whether a new classification is necessary.

If the employee or Appointing Authority disagrees with the results of the reclassification request, they may request a further review by the job evaluation committee. If they still disagree, any subsequent appeal shall be to the contracted classification vendor, and are not subject to the grievance and arbitration provisions of the Labor Agreement.

The effective date of a position(s) reclassified to a class having a higher salary grade shall be either the date the position(s) was studied or ninety (90) days after the request to study the position(s) was received in the Human Resources Department, whichever occurs first. The status of employees so reclassified shall be governed by the provisions of the Merit Personnel Ordinance. The effective date of a position(s) reclassified to a class having a lower salary grade shall be the date the position(s) was studied. An employee in a position so reclassified shall retain the employee's status in the lower classification, and if the employee's salary is above the top of the salary range for the lower classification, shall have the employee's salary frozen at their existing rate until the lower salary grade reaches the employee's frozen rate.

ARTICLE 39 - DISTRIBUTION OF FINAL PAYMENT DUE A DECEASED EMPLOYEE

If an employee dies while owed compensation by the County, the Parties recognize and agree that such compensation, to include wages, payment for accrued vacation leave, payment for accrued compensatory hours, payment for sick leave cash out, payment for pro-rata longevity

pay, and payment for any reimbursable expenses due the employee shall be distributed in an expedient and legal fashion pursuant to NRS 281.155.

ARTICLE 40 – DEFERRED COMPENSATION PLAN

A. Provided the County offers a 26 USC §457 Deferred Compensation Plan, any employee hired into a position represented by the Association shall be automatically enrolled into the Plan at the time they are hired as described in Paragraph B, unless the employee opts out of the plan by contacting the recordkeeping service provider directly.

B. If the employee does not opt out of the plan, the County will automatically withhold from the employee's pay 3% of the employee's gross base wages, or such other amount as the employee designates, each pay period and deposit that pay into the §457 Deferred Compensation Plan in an account created for the sole benefit of the employee, unless and until directed to do otherwise by the employee.

a. The employee may elect to contribute an amount less or more than the 3% per pay period default amount and may opt out entirely.

b. An employee's election to contribute an amount or percentage other than the default amount of 3% may affect the employee's eligibility to receive a permissible withdrawal of all contributed funds within the first ninety (90) day period of the first payroll deduction.

C. Any employee hired into the position represented by the Association is subject to automatic enrollment into the Plan described in Paragraphs A and B above, with an initial deferral rate of 3% of the employees' gross wages. Additionally, these employees shall be subject to the Plan's Automatic Contribution Increase provision which will allow for an additional 1% of the employee's gross base wages to be deferred each year for a period of not more than seven (7) years and not to exceed 10% of the employee's gross base wages unless directed to do otherwise by the employee.

D. Deposits, withdrawals, and all other aspects of the employee's §457 account shall be subject to all Federal, State and County laws, regulations, policies, or other similar enactments applicable to the Plan offered by the County.

E. It is the intent of the Parties that only employee funds as described herein will be deposited into any §457 account, and that the County is not required, or authorized, to contribute County funds of any kind to any employee's §457 account pursuant to this or any other Article of this Agreement.

ARTICLE 41 - TERM OF AGREEMENT

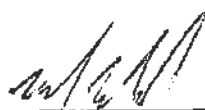
This Agreement shall be effective on July 1, 2024 and shall continue in full force and effect through June 30, 2028.

Washoe County has the right to reopen this collective bargaining agreement for renegotiations under the circumstances, and pursuant to the processes, described in NRS 288.150(4) and NRS 288.150(2)(w).

IN WITNESS WHEREOF, The County and the Association have caused this Agreement to be duly executed by their authorized representative this 25th day of June, 2024.



Alexis Hill, Chair
Washoe County Commission



Mark Wickman, President
Washoe County
Alternative Sentencing Officers Association

**APPENDIX A
Salary Schedule
Alternative Sentencing Officers: Non-Supervisory**

*** Effective: 07/01/24**

Class Code	Salary Grade		Job Class Title	Hourly Range		Annual Range	
				Minimum	Maximum	Minimum	Maximum
15926	AO	E17	Alternative Sentencing Officer	43.04	-	55.96	89,523.20 - 116,396.80

*Moved up one pay grade from E16 to E17 Effective 07/01/24

*Reflects a 3% COLA Effective 07/01/24

**SALARY SCHEDULE
ALTERNATIVE SENTENCING OFFICERS**

*** Effective: 07/01/25**

Class Code	Salary Grade		Job Class Title	Hourly Range		Annual Range	
				Minimum	Maximum	Minimum	Maximum
15926	AO	E17	Alternative Sentencing Officer	44.44	-	57.78	92,435.20 - 120,182.40

*Reflects a 3.25% COLA Effective 07/01/25

Note: Salaries are subject to change (i.e., for a PERS Adjustment). Please refer to the Alphabetic List of Salaries on the HR website for current salaries.

**APPENDIX B
Subsidy Schedule**

**Post 97/98 (Under Age 65)
1/1/2024 – 12/31/2024**

CALENDAR PLAN YEAR 2024	
Years of Service	Subsidy
5	(\$132.00)
6	(\$173.00)
7	(\$211.00)
8	(\$251.00)
9	(\$291.00)
10	(\$329.00)
11	(\$368.00)
12	(\$406.00)
13	(\$446.00)
14	(\$487.00)
15	(\$525.00)
16	(\$565.00)
17	(\$604.00)
18	(\$642.00)
19	(\$683.00)
20	(\$722.00)

**Post 97/98 (Over Age 65)
1/1/2024 - 12/31/2024**

CALENDAR PLAN YEAR 2024	
Years of Service	Contribution
5	(\$73.00)
6	(\$88.00)
7	(\$103.00)
8	(\$117.00)
9	(\$131.00)
10	(\$146.00)
11	(\$162.00)
12	(\$177.00)
13	(\$190.00)
14	(\$205.00)
15	(\$219.00)
16	(\$235.00)
17	(\$249.00)
18	(\$264.00)
19	(\$279.00)
20	(\$294.00)

EXHIBIT 2

EXHIBIT 2

AGREEMENT

BETWEEN

**THE COUNTY OF WASHOE
STATE OF NEVADA**

**AND THE
SUPERVISORY EMPLOYEES
BARGAINING UNIT**

**THE WASHOE COUNTY
ALTERNATIVE SENTENCING OFFICERS
ASSOCIATION**

2024 - 2028



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ARTICLE 1 - PREAMBLE

This Agreement is entered into between the County of Washoe, hereinafter referred to as the "County," and the Washoe County Alternative Sentencing Officers Association, hereinafter referred to as the "Association" or "WCASOA". County and Association shall be referred to jointly as "Parties."

It is recognized by the County, its employees and the Association that the County is charged by law with the duty and responsibility for providing services to the general public and that there is an obligation on each party for the continuous rendition and availability of such services. All employees shall perform loyal and efficient work and service, shall use their influence and best efforts to protect the properties of the County and its service to the public, and shall cooperate in promoting and advancing the welfare of the County and in preserving the continuity of its service to the public at all times.

It is the intent and purpose of the Agreement to assure sound and mutually beneficial working and economic relationships between the Parties hereto, and to provide an orderly and peaceful means of resolving any misunderstandings or differences, which may arise. It is recognized by the County and the Association that each party has a mutual obligation for executing the provisions of this Agreement.

In consideration of these mutual covenants and agreements, the full agreement between the Parties is set forth herein.

ARTICLE 2 - RECOGNITION

In accordance with the provisions of NRS 288, the County has recognized and does recognize the Association as the exclusive bargaining representative of those employees in the bargaining unit:

Classification in the bargaining unit: Alternative Sentencing Sergeant

The Parties recognize that additional classifications may be established which are assigned to the bargaining unit.

If the County establishes a new classification which is to be assigned to the bargaining unit or changes an existing bargaining unit classification, the Association may be notified in writing of the proposed new established wage rate and job description or changed classification prior to adoption to allow the Association an opportunity for discussion.

If, within fifteen (15) days of notification of the proposed wage rate for the new classification, the Association provides written notification of their disagreement with the rate established, the department will meet with the Association to discuss the concerns and work together to find a mutually acceptable resolution.

This recognition does not include intermittent hourly, temporary, and seasonal employees.

ARTICLE 3 - STRIKES AND LOCKOUTS

NRS 288.700 states that it is the public policy of the State of Nevada that strikes against local government employers are illegal. The Association will not promote, sponsor, or engage in,

against the County, any strike, slow down, interruption of operation, stoppage of work, absences from work upon any pretext or excuse not founded in fact, or by other intentional interruption of County business, regardless of the reason for so doing, and will use its best efforts to induce all employees covered by this Agreement to comply with this pledge.

The County will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Association.

ARTICLE 4 – RIGHTS OF MANAGEMENT

The County has the right and is entitled without negotiation to:

- (a) Direct its employees;
- (b) Hire, promote, classify, transfer, assign, retain, suspend, demote, discharge or take other disciplinary action against any employee for just cause;
- (c) Relieve any employee from duty because of lack of work or lack of funds;
- (d) Maintain the efficiency of its governmental operations;
- (e) Determine the quality and quantity of services to be offered to the public and the methods, means and personnel by which those services are to be offered.
- (f) Determine appropriate staffing levels and work performance standards, except for employee safety considerations;
- (g) Determine the content of the workday, including without limitation workload and environmental factors, except for employee safety considerations; and
- (h) Take whatever action may be necessary to carry out its responsibilities in situations of emergency.
- (i) Unless specifically modified by this Agreement, all rights and responsibilities of the County shall remain functions of the County.

ARTICLE 5 - RIGHTS OF ASSOCIATION

A. The County recognizes and agrees to deal with employee representatives of the Association on all matters covered by this Agreement.

B. The selection of employee representatives, employee grievance representatives, employee negotiating team representatives and the officers of the Association is the responsibility of the Association.

C. The Association shall provide the County with a list of employee representatives and maintain its currency.

D. Release time for officers of the Association, employee representatives, employee grievance representatives, and employee negotiating team representatives shall be limited for the purpose of (1) attending County functions/meetings, including negotiations (which term shall also encompass statutory impasse procedures), which have a direct impact upon the Association, or (2) attending in accordance with the provisions of Article 31, Grievance Procedure, to matters relating to grievances. Included within this release time procedure is the authorization for each member of the Association's negotiating committee and/or officers of the Association Board to have a maximum of one (1) hour per week for meetings of the Association's negotiating committee and/or officers of the Association during weeks when the Association and the County are going to have one (1) negotiating session. In the event that the County and the Association meet for negotiations more than one (1) time per week, then the above-described release time limit will be increased by one (1) hour for each session in excess of one (1) session.

E. Release time requires the advance approval of the concerned employee's supervisor, manager or department head. Approval of request for release time under this Article shall not be unreasonably withheld.

F. The Parties agree that this Agreement is the product of negotiations during which both Parties made offers and counteroffers on numerous topics both economic and non-economic, including Association release time as described in this Article, and agree the full cost of release time for Association business for the term of this Agreement has been offset by the value of concessions made by the Association during the course of negotiations of this Agreement.

G. Association representative may be afforded release time to attend to Association business in addition to the release time identified under paragraph D at the discretion of management. Such time must be requested in writing to the manager with the specific purpose for the leave identified to be considered by management.

H. Accurate time recording records of all Association business hours shall be kept. Such records shall be kept as prescribed by the Comptroller's Payroll Office and reports shall be made available to the department, Association, Human Resources, or other need to know basis, as required.

ARTICLE 6 - NON-DISCRIMINATION

A. The County will not interfere with or discriminate in respect to any term or condition of employment against any employee because of membership in the bargaining unit, or because of any legitimate activity pursuant to this Agreement by the individual employee or the Association on behalf of its members, nor will the County encourage membership in any other employee organization.

B. The Association recognizes its responsibilities as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

C. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, gender expression or identity, marital status or domestic partnership, familial status, race, color, creed, national origin, religion or belief, mental or physical disability, genetic information (GINA), veteran status, political affiliation, or any other protected class under applicable federal and state law. The Association shall share equally with the County the responsibility for applying this provision of the Agreement.

ARTICLE 7 - WORK HOURS

A. Workweek 40 hours. The normal workweek of employees covered by this Agreement shall consist of forty (40) hours, excluding meal periods except as provided herein. The workweek shall mean those hours worked between 12:01 a.m. Monday and ending 12:00 midnight Sunday. The scheduling of work-hours within the workweek shall be determined by the County.

B. Meal period. All employees shall be allowed at least a one-half (1/2) hour meal period scheduled approximately in the middle of the employee's workday. This period of time shall be considered the employee's time and not hours worked except as provided herein or as outlined in an alternative work schedule agreement between management and employees.

C. Breaks per shift. All employees shall be granted a fifteen (15) minute rest period during each four (4) hour shift. Such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal breaks, and may not be accumulated or used to supplement meal

breaks, arrive at work late or leave work early except as provided herein or as outlined in an alternative work schedule agreement between management and employees. Rest periods shall be taken without loss of pay and the employee shall not be required to make up such time.

D. **Combination of Breaks:** Employees who are required to work shifts of eight (8) straight hours without a designated meal period may request to have the two (2) rest breaks combined into a one-half (1/2) hour meal period. Under these circumstances, the meal period shall be considered as hours worked. The determination of employees assigned to shifts of eight (8) straight hours shall be made by the Department Head or designee.

E. **Work schedules** shall be assigned by way of shift-bid based on employee seniority within the class specification at the Department of Alternative Sentencing. The shift bid process shall be completed no less than bi-annually. Additional shift bids throughout the calendar year may occur as deemed necessary by the Chief Alternative Sentencing Officer.

The Parties recognize that use of alternative work schedules such as 10-hour shifts is at the discretion of management.

ARTICLE 8 - ANNUAL LEAVE

A. Vacation accrual for full-time employees:

1. On the first day of the pay period following the completion of six (6) months continuous County service, each employee who is employed full-time shall be entitled to sixty (60) hours vacation leave credit. Thereafter, employees shall accrue vacation credit at the biweekly equivalent of the rates established below:

<u>Years of Continuous Service</u>	<u>Annual Hours Earned</u>
Less than three (3)	120 hours
Three (3) but less than five (5)	160 hours
Five (5) but less than twenty (20)	200 hours
Twenty (20) or more	240 hours

(Effective on or before August 26, 2024)

B. General Provisions

1. An employee's seniority for vacation accrual shall include all periods of service from the employee's last continuous permanent County employment date, except as provided herein. Periods of separation may not be bridged to extend service unless the separation is a result of a layoff, in which case bridging will be authorized if the employee is reemployed in a permanent position in accordance with Article 32, or unless an employee who separates is reemployed within one (1) year and then works a minimum of one (1) year upon reemployment.

2. Vacation credit shall accrue only while an employee is in a paid status. Vacation leave shall not be granted in excess of the vacation credit earned. Vacation taken during a biweekly pay period shall be charged before vacation earned during that pay period is credited. Vacation leave shall be charged on an hour-for-hour basis or major fraction thereof.

3. The time when vacation is to be taken shall be determined by the appointing authority after considering the needs of the service and the seniority and wishes of the employees.

4. **Limit on Vacation Accrual:** Vacation credit may be accumulated from year to year not to exceed 240 hours. Amounts in excess of 240 hours as of the end of the biweekly pay period encompassing December 31st shall be forfeited as of that pay period, provided however, if an employee: On or before October 15th, requests permission to take annual leave, and the request is denied, the employee is entitled to payment for any leave in excess of two hundred forty (240) hours which the employee requested to take and which the employee would otherwise forfeit as the result of the denial of the employee's request. The Department's obligation is to afford the employee the ability to use their annual leave, which may not necessarily be the dates requested by the employee. For example, an employee on October 1 requests to use 40 hours of leave immediately preceding Christmas. The Department may deny said time off, and still allow the employee to use their leave at a different time prior to the end of the year to avoid forfeiture. The payment for the employee's unused annual leave must be made to the employee not later than January 31.

5. Except as otherwise provided in this Article, upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused accumulated vacation earned through the last day worked. If this date is earlier than the last day of the pay period, the vacation shall be prorated.

ARTICLE 9 - SICK LEAVE

A. **Accrual of Sick Leave:** Each employee in the service of the County shall be credited with sick leave at the rate of one and one-fourth (1-1/4) working days for each month of fulltime service. Employees in the service of the County for ten (10) years or more shall be credited with sick leave at the rate of one and one-half (1-1/2) working days for each month of full-time service. Sick leave is cumulative from year to year. An employee's seniority for sick leave accrual shall include all periods of service from the employee's last continuous permanent County employment date except as provided herein. Periods of separation may not be bridged to extend service unless the separation is a result of a layoff in which case bridging will be authorized if the employee is reemployed in a permanent position in accordance with Article 32, or unless an employee who separates is reemployed within one (1) year and then works a minimum of (1) year upon reemployment.

B. **Use of Sick Leave.** An employee is entitled to use accrued sick leave only:

1. When incapacitated to perform the duties of his/her position due to sickness, injury, pregnancy or childbirth;

2. When quarantined;

3. When receiving required service or examination from a health care provider;

4. Upon illness in the employee's immediate family where such illness requires his/her attendance. For this purpose "immediate family" means the employee's spouse, parents (including step and foster), children (including step and foster), brothers or sisters, or corresponding relation by affinity, and if living in the employee's household, includes grandchildren, and domestic partners pursuant to NRS 122A.

5. In the event of a death in the employee's immediate family, the employee may use accrued sick leave, coded as bereavement leave, in the amount of ten (10) days, or the equivalent of eighty (80) hours for full-time employees on alternate work schedules, or the pro-rated amount for part-time employees at the same ratios as their regular work hours relate to a full-

time work schedule for attending the funeral and travel to and from, and attending to any family related business matters. Leave must occur within the first year after the death. For this purpose "immediate family" is defined as the employee's spouse, parents (including step and foster), children (including step and foster), brothers, sisters, grandchildren, grandparents, aunts, uncles, nieces, nephews, or corresponding relation by affinity, or domestic partner as defined by NRS 122A. Should additional leave be necessary, the Department Head may authorize the use of existing accrued leave credits or authorized leave without pay.

C. An employee may be required to provide the department with evidence of need for use of sick or coded bereavement leave. For sick leave absences in excess of three (3) days, or in cases of suspected sick or bereavement leave abuse, the department may require the employee to submit substantiating evidence, including, but not limited to, a physician's certificate, death announcement, or celebration of life announcement, as applicable.

D. If any employee does not have adequate accrued sick leave time, the department may grant the use of accrued vacation time in lieu thereof. In no case, however, will sick leave be granted in lieu of vacation time.

E. Sick leave shall be charged on an hourly basis for each full hour or major fraction thereof if an employee has worked less than forty (40) hours in a workweek. Holidays occurring during a sick leave period shall not be counted as sick leave time. Sick leave taken during a biweekly pay period shall be charged before sick leave earned that pay period is credited.

F. An employee separated from the service shall earn sick leave only through the last working day for which he/she is entitled to pay. Upon death, retirement, permanent disability, or upon termination of an employee after ten (10) years of fulltime employment or its equivalent, for reasons other than for just cause under Article 29 and Article 30, an employee shall be compensated for total accrued sick leave in excess of three hundred (300) hours at the rate of one (1) hour's pay at his/her regular hourly rate for every two (2) hours of sick leave accrued up to a maximum payment of eight hundred (800) hours. There shall be no payment for sick leave balances of three hundred (300) hours or less.

G. As long as an employee is in a paid status, he/she shall earn sick and vacation leave during the time he/she is on such leave. If the employee is on leave without pay, he/she shall not earn sick or vacation leave during the time he/she is on such leave.

H. Personal Leave:

1. Personal Leave will be earned on a semi-annual basis as described herein:

(a) Pay Period #01- #13: Personal Leave Credit – July

Employees who use between 0 – 16.00 hours of sick leave during the start of pay period #01 and as of the last day in pay period #13 in each calendar year shall receive twelve (12-hours) of Personal Leave credit at the end of the first full pay period in July of that calendar year. Employees who use between 16.01 – 20.00 hours of sick leave during the start of pay period #01 and as of the last day in pay period #13, in each calendar year, shall receive four (4-hours) of Personal Leave credit at the time specified above.

(b) Pay Period #14 - #26 or #27: Personal Leave Credit - January

Employees who use between 0 – 16.00 hours of sick leave during the start of pay period #14 and as of the last day in pay period #26 (or in the event of a 27th pay period in a calendar year, pay period #27), shall receive twelve (12-hours) of Personal Leave credit at the end of the first full pay period in January of the next calendar year. Employees who use between 16.01 – 20.00 hours of sick leave during the start of pay period #14 and as

of the last day in pay period #26 (or in the event of a 27th pay period in a calendar year, pay period #27), shall receive four (4-hours) of personal leave credit at the time specified above.

2. Personal Leave earned in July and January of each calendar year must be used by the end of pay period #26, or in the event of a 27th payroll paid in a calendar year, pay period #27, and if not used will be forfeited. Under no circumstances will there be any cash payment or cash value for Personal Leave credit that is not used. In order to receive this Personal Leave benefit, an employee must be in a pay status (either working or on paid leave) for all of the pay periods within the noted semi-annual period.
3. Permanent part-time employees shall receive a prorated amount of Personal Leave at the same ratio as their regular work hours relate to a full-time work schedule. Part-time regular work hours will be reviewed as of PP#13 or PP#26 or PP#27 using the weekly working hours encoded in an employees Planned Working Time record.

4. The use of sick leave, coded as bereavement leave, for attending the funeral services of a family member as described in paragraph B above shall not count towards the sick leave usage when calculating personal leave, as outlined in paragraph H above.

I. Sick leave used for purpose of job related illness or injury shall not be counted as sick leave used for the purpose of calculation leave credits as described in paragraph H.

J. Employees shall be allowed to voluntarily transfer up to a maximum of eighty (80) hours of their accumulated vacation leave or compensatory leave during any calendar year to another employee who has no accumulated sick leave hours, but who is otherwise eligible to take paid sick leave. Donated leave must be converted into money at the hourly rate of the donor and the money must be converted into sick leave at the hourly rate of the recipient. The maximum amount of accumulated leave transferred to any employee under the terms of this article shall be four hundred and eighty (480) hours per calendar year. Once leave has been donated and transferred, such leave hours shall not be refundable to the donor making the transfer.

K. Disability Retirement

An employee who applies for disability retirement under the Nevada Public Employees Retirement System (PERS) shall be removed from the payroll and placed on disability retirement no later than sixty (60) days from approval of said disability retirement by PERS.

L. Parental Leave: Subject to the requirements and limitations in this Article, employees covered by this Agreement who are eligible for leave under the Family and Medical Leave Act (FMLA) are eligible for up to four (4) weeks of paid parental leave following the birth of a child of the employee or the placement of a child with an employee for adoption or foster care.

1. Paid parental leave will not exceed four (4) weeks in any rolling twelve (12) month period, regardless of whether more than one birth, adoption, or foster placement occurs within that period.
2. Paid parental leave will run concurrently with any applicable FMLA leave. To receive paid parental leave, an employee must meet all qualifications for FMLA leave for the birth of a child of the employee or the placement of a child with an employee for adoption or foster care. Employees should consult the County's FMLA Policy for more information about FMLA leave.
3. An employee must take paid parental leave in one continuous period that falls entirely within twelve (12) months of the birth or placement of the child. Any unused paid parental leave will be forfeited twelve (12) months after the birth or placement of the child.
4. Holidays will not extend the period of paid parental leave.

5. Upon termination of employment for any reason, an employee will not be paid for any unused paid parental leave for which they were eligible.
(Effective 7-1-24)

ARTICLE 10 - LEAVE OF ABSENCE

A. A leave of absence may be granted to any employee occupying a permanent position. A leave of absence shall be granted only to an employee who desires to return therefrom to the County service and who at the time the leave is granted has a satisfactory service record.

B. Leave of absence for thirty (30) working days or less in any calendar year may be granted upon the approval of the appointing authority. Leave requests for more than thirty (30) working days and up to one (1) year may be granted upon the recommendation of the appointing authority and the approval of the County Manager or designee.

C. Upon approval of the appointing authority and the County Manager or designee, a leave of absence may be granted to an employee who desires to attend school or college or to enter training to improve the quality of the employee's service, who is temporarily incapacitated by illness or pregnancy, who is loaned to another governmental agency for the performance of a specific assignment, or for some other reason equally satisfactory. A leave of absence shall not be granted to an employee who is accepting another position in the classified service or who is leaving the County service to accept other employment, except as provided in this subsection.

D. A leave of absence with pay shall be granted to any County employee required by law to appear as a juror or, who in their official capacity, is required by law to serve as a witness for the Federal Government, the State of Nevada or a political subdivision thereof. The employee shall be paid the employee's regular salary while on leave of absence but must remit to the County all fees that the employee may receive as a witness or juror, except for mileage and per diem. Court leave shall not be charged against the employee's vacation credit.

E. The Board of County Commissioners, upon the recommendation of the County Manager, may grant a leave of absence without pay in excess of one (1) year to an employee for the purpose of attending extended courses of training at a recognized college or university, accepting a position in the unclassified service, and for other purposes deemed beneficial to the public service.

F. Employees taking authorized education leaves may elect to use accumulated annual leave at their option.

G. Leaves of absence with pay may be granted by the appointing authority to allow employees time off to vote, pursuant to the provisions of NRS 293.463.

H. Leave of absence with pay shall be granted to an employee to act as a volunteer fireman or any regular organized and recognized fire department for the protection of life or property during working hours or fractions thereof which should otherwise have been devoted to County employment. Further, any employee whose absence from the job is for the purpose of aiding in a public emergency as a volunteer reserve member of a police department or sheriff's office may be relieved from the employee's duties, without the loss of compensation, upon request and approval of the employee's appointing authority, and with the approval of the County Manager.

I. The provisions of this article do not apply to any leave of absence that is governed by the Family and Medical Leave Act.

ARTICLE 11 - JOB-CONNECTED INJURIES

A. In the event an employee is absent due to a service connected disability which has been approved by the County's Claims Administrator, for a period not to exceed sixty (60) calendar days, the employee shall receive compensation as determined by the County's Claims Administrator plus that amount from the County which would cause the total amount received by the employee from both the County's Claims Administrator and the County to equal his/her salary at the time of his/her disability. During this period, the employee shall not be charged with the use of any accrued sick leave, annual leave or other forms of leave.

B. It is the intent of the County to pay the on-the-job injured employee who meets the conditions set forth above, the difference between his/her full biweekly base salary and that provided by the County's Claims Administrator. Therefore, the employee shall return to the County Treasurer all temporary total disability payments made by the County's Claims Administrator covering the period enumerated in Section A of this Article. No supplemental benefit provided for in Section A shall be given until after the employee has deposited his/her lost time benefit check with the Treasurer. Upon the expiration of sixty (60) calendar days, if the employee is still unable to work, he or she may elect to utilize accrued sick leave during which period the employee shall receive compensation from the County as provided in Nevada Revised Statutes.

C. When accrued sick leave has expired, if the employee is still, because of disability, unable to work, he/she will be permitted to use his/her accrued vacation leave as sick leave. Subsequent to the expiration of both the employee's sick and vacation leave, provided the employee has so elected to use his/her sick and vacation leave, the employee shall receive compensation checks directly from the County's Claims Administrator and he/she shall be considered on a leave of absence without pay from the County.

D. In the event there is a dispute over whether a service-connected disability is the result of an employee carrying out directly related 'peace officer' duties or incidental duties, said dispute shall be submitted to a tripartite panel for determination. The Association and the County shall appoint one (1) member each to the panel. These members shall then appoint a mutually agreeable neutral third member. If no agreement is reached on the third member, the Parties shall select the member from a list of seven (7) arbitrators supplied by the American Arbitration Association.

E. Whenever an employee is exposed to carcinogenic materials or communicable diseases that have been verified by the Washoe County District Health Department or other appropriate medical authority, said employee shall receive appropriate examinations, and/or treatment. Additionally, employees shall be permitted to receive Hepatitis-B vaccinations. Any employee who elects to receive this immunization and who then fails to comply with the medical guidelines of this immunization program shall have the expense of his/her immunization deducted from his/her pay.

ARTICLE 12 - SALARIES AND RETIREMENT

A. Schedule of Salary Ranges

1. The Schedule of Salary Ranges of all personnel covered by this Agreement is set forth in Appendix A.

2. The Parties agree the following salary adjustments shall be made during the term of this agreement:

(a) Effective July 1, 2024, the County agrees to provide a cost-of-living adjustment to all employees covered by the WCASOA contract in the amount of 3%.

- (b) Effective July 1, 2025, the County agrees to provide a cost-of-living adjustment to all employees covered by the WCASOA contract in the amount of 3.25%.
- (c) Effective July 1, 2026, the County agrees to provide a cost-of-living adjustment to all employees covered by the WCASOA contract in the amount of 3.5%.
- (d) Effective July 1, 2027, the County agrees to provide a cost-of-living adjustment to all employees covered by the WCASOA contract in the amount of 3.25%.

3. The salary schedules listed in the Appendices to this Agreement are subject to change during the term of the Agreement as a result of changes to the retirement contribution rate provided for under NRS 286.421 (Payment of contributions by employer on behalf of employee; total rate of contribution).

B. Merit Salary Increase

- 1. The amount of merit salary adjustment paid employees pursuant to the Washoe County Merit Personnel Ordinance shall be five percent (5%).
- 2. If giving the full merit salary adjustment would result in a salary exceeding that maximum amount, the employee shall be given a reduced adjustment, which would result in a salary equal to the maximum amount of the employee's salary range. However, if a merit increase brings an employee within ½ percent of the top of the range, the employee shall be paid at the maximum salary for the range.
- 3. Authorized leave without pay for thirty (30) days or less in a year shall not result in a new anniversary date. Authorized leave without pay in excess of thirty (30) days in a year shall establish a new anniversary date commencing with the employee's return to active service, except for circumstances of military leave.

1. Salary Adjustments

When an error is discovered in an employee's salary calculation, or other form of compensation (e.g., career incentive), the Department of Human Resources shall make the appropriate adjustment retroactive, not to exceed one (1) year from the date the error is discovered. This is not intended to restrict or reduce an arbitrator's award, either its amount or effective date, should such a compensation dispute be grieved in a timely manner.

2. Retirement Contribution

The County shall pay one hundred percent (100%) of the employee's contribution to the retirement plan in the manner prescribed by the Public Employee's Retirement System (PERS) pursuant to NRS 286.421. (Payment of contributions by employer on behalf of employee; total rate of contribution).

ARTICLE 13 - HOLIDAYS AND HOLIDAY PAY

A. Recognized Holidays: The following official legal holidays will be observed by the County and its employees in accordance with NRS 236.015

- 1. January 1 (New Year's Day)
- 2. Third Monday in January (Martin Luther King, Jr.'s Birthday)
- 3. Third Monday in February (President's Day)
- 4. Last Monday in May (Memorial Day)
- 5. June 19 (Juneteenth Day)
- 6. July 4 (Independence Day)
- 7. First Monday in September (Labor Day)
- 8. Last Friday in October (Nevada Day)
- 9. November 11 (Veterans' Day)
- 10. Fourth Thursday in November (Thanksgiving Day)

11. Day after Thanksgiving (Family Day)
12. December 25 (Christmas Day)

Any other day declared as a Nevada State holiday pursuant to NRS 236.015.

Employees working other than the standard Monday through Friday workweek are entitled to the same number of holidays as employees working a standard Monday through Friday workweek.

Compensation for "holiday pay" hours (not worked) can only be taken as cash. Employees have a choice of taking "holiday worked" or "holiday overtime" hours, at the time it is worked, as either cash or compensatory time as outlined below:

- B. **Weekend Holidays:** If January 1, June 19, July 4, November 11, December 25 or any other day declared as a new recognized State or National holiday falls upon a Saturday, the Friday preceding must be observed as the legal holiday; if any of these same holidays fall upon a Sunday, the Monday following must be observed as the legal holiday. Employees required by their department to work on an actual January 1, June 19, July 4, November 11, or December 25 traditional holiday when this holiday falls on a Saturday or Sunday will be compensated at one and one-half (1 ½) times the employees hourly rate of pay for all hours worked on the actual traditional holiday.
- C. **Holiday Eligibility:** In order to be eligible for holiday pay, an employee must be in a paid status both the scheduled workday before and the scheduled workday after the holiday. Employees on leave without pay (LWOP) are not eligible for holiday pay benefits except for those employees called to military duty and on a military leave without pay. Employees who are off-duty on worker's compensation shall be considered on paid status and shall receive holiday pay. Employees hired on a holiday or hired the day after a holiday are not eligible to be paid for that holiday. Employees leaving County service in a pay period that contains a holiday will not be paid for the holiday unless he/she is in a paid status both the scheduled workday before and the scheduled workday after the holiday.
- D. **Holiday Pay:** For purposes of this Article, dependent on an employee's regularly assigned/bid workday, "holiday pay" (Code 0005) shall be defined as an increment of pay equal to the work hours of the employee's regularly scheduled shift (i.e. eight (8), or ten (10) hours) at an employee's regular, straight time hourly pay rate and can only be taken as cash except as provided herein:
 - a. Part-time employees shall be entitled to a prorated number of holiday hours based upon the ratio of the number of hours in their regularly scheduled workweek to a normal forty (40) hour workweek rounded to the nearest 15-minute increment.
 - b. When a holiday of less than a full day is appointed, part-time benefit eligible employees will be entitled to the fractional equivalent time off. That is, an employee who regularly works four (4) hours per day will be given two (2) hours off for a four (4) hour holiday.
 - c. Non-benefited temporary, seasonal and intermittent hourly employees are not eligible for holiday pay. Time worked on a holiday would be considered regular hours.
 - d. Employees temporarily reassigned for a week or longer to an assignment that is less than his/her normal regularly scheduled hours (i.e. working five (5)/eight (8) hour days vs. a normal four (4)/ten (10) hour days) during a workweek containing a holiday shall only be entitled to holiday pay at the lower temporary schedule (i.e. 8 hours vs. 10 hours).

- e. Employees on a light-duty assignment during a week which contains a holiday shall receive holiday pay in accordance to his/her light duty work schedule.
 - f. Holiday Pay hours may fluctuate from holiday to holiday due to where the Holiday, as defined by this article, occurs within an employee's assigned work schedule (i.e. employee working an 8, 8, 12, 12 schedule may sometimes receive an 8 hour holiday or a 12 hour holiday depending on the day the Holiday falls).
 - g. Under no circumstances should work schedules be arbitrarily changed during a holiday week, unless assigned and approved by management.
1. **Holiday Not Worked:** If a holiday, as defined by this article, falls on the employee's regularly scheduled workday and the employee does not report to work and instead has the day off then the employee shall receive holiday pay, taken as cash only, at their regular, straight time hourly pay rate for the amount of hours that the employee would have normally worked. Part-time benefit eligible employees are pro-rated for the holiday, as defined above.
 2. **Holiday Off (RDO):** If a holiday, as defined by this article, falls on the employee's regular day off (RDO), then the employee shall receive eight (8) hours of holiday pay (Pay Code 0005), taken as cash only, at their regular, straight time hourly pay rate. These holiday pay hours count towards the 40-hour workweek for overtime purposes as defined in Article 14 – Overtime Pay. Part-time benefit eligible employees are pro-rated for the holiday, as defined above.
 3. **Holiday Worked:** If an employee works on a holiday, as defined by this article, he/she shall be compensated for working the holiday by receiving 1.5 times his/her regular, hourly pay rate for each hour or major fraction worked on that holiday up to a maximum of his/her regularly scheduled shift, in addition to receiving holiday pay. The decision as to whether compensation for "holiday worked" hours shall be in cash and/or compensatory time shall be made at the time it is worked and shall be solely the decision of the employee. Compensation for "holiday pay" hours (Pay Code 0005) must be taken as cash.
 4. **Holiday Overtime:** If a full-time employee works over the maximum of his/her regularly scheduled shift on a holiday or a part-time benefit eligible employee works over eight (8) hours on a holiday, as defined by this article, he/she shall be compensated by receiving 2.5 times his/her regular, hourly pay rate for each hour or major fraction worked on that holiday, in addition to receiving holiday worked pay and holiday pay. The decision as to whether compensation for "holiday overtime" hours shall be in cash and/or compensatory time shall be made at the time it is worked and shall be solely the decision of the employee. Compensation for "holiday pay" hours (Pay Code 0005) must be taken as cash.
 5. **Holiday During Leave:** If a holiday, as defined by this article, occurs during an employee's scheduled vacation, sick, compensatory, personal or other paid leave, that holiday shall be charged as "holiday pay" and not be charged as leave.
 6. **Holiday Reporting:** The employee's shift schedule determines when and if an employee should report holiday hours on a recognized holiday, as defined by this article. Employees must report all applicable holiday hours on the day their shift begins or in accordance to the current practice set by management.

ARTICLE 14 - OVERTIME PAY

A. All hours worked in excess of forty (40) hours in a workweek will be compensated at one and one-half (1-1/2) times the employee's regular rate of pay for each hour or major fraction thereof worked. For the purpose of computing overtime, holidays, annual leave, personal paid leave and compensatory time shall be considered as hours worked.

Note: All other payment for time not worked shall not be considered as "hours worked" for the purpose of computing overtime.

B. Overtime shall be compensated in the form of cash or time off and the decision of which form shall be solely that of the employee up to an accumulated cap of one hundred and twenty (120) hours of compensatory time off. In the event an employee attains the accumulated cap of one hundred and twenty (120) hours of compensatory time, the decision of which form of compensation to be provided for overtime shall be at the discretion of the employer, up to a maximum accumulation of four hundred and eighty (480) hours. Overtime worked in excess of four hundred and eighty (480) hours will be paid to the employee in cash.

C. Upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused accumulated compensatory time.

ARTICLE 15 - CALL-BACK PAY

An employee who is called back to duty by the Chief or designee after an employee has completed the employee's regular shift, is off duty for any period of time, and is requested to return to duty with less than 12 hours' notice, shall be paid at the rate of one and one-half (1-1/2) times for each hour or fraction thereof so spent on duty, but not less than two (2) hours for the period called to duty. The employee's duty time shall start when the employee actually reports for duty and ends when the employee is released from duty. The call-back period must not exceed 24 hours or extend beyond the beginning of the employee's next regularly scheduled shift, whichever is shortest. If an employee is called back to work early, and works continuously through the beginning of the employee's regularly scheduled work hours, the two (2) hour minimum does not apply.

ARTICLE 16 - STANDBY PAY

A. Standby time is defined as any time, other than time when the employee is actually working, which has been specifically scheduled and directed by the Chief or his designee, during which the employee is restricted in order to be immediately available for call to duty. Employees are expected to report to work within forty-five minutes (45) to one (1) hour from the time a call to duty is received. Standby time does not include any time where an employee carries a cell phone or other electronic devices to respond to calls when available. Employees on scheduled standby shall be compensated at the rate of one-fourth (1/4) hour pay at the regular hourly rate for each one (1) hour period of standby.

B. If an employee received a duty related telephone call during non-duty hours from the Chief or designee, or at their request, the employee shall receive a minimum of 15 minutes work time. If the work time actually extends beyond 15 minutes, the work time shall be rounded to the nearest 15-minute increment. This provision is intended to apply to situations where it is necessary to obtain information from the employee regarding a work situation. It is not intended to apply to calls on matters such as a request to work overtime, or directives given to the employee to report to work early or other reporting instructions.

ARTICLE 17 - CAREER INCENTIVE PAY

All employees covered hereunder who have completed a total of five (5) years or more of full-time service with Washoe County and who, for the preceding review period, have been rated standard or better pursuant to the applicable Washoe County performance evaluation program shall be entitled to longevity pay in an amount equal to one-half of one percent (1/2%) per year of service, up to a maximum of twelve and one-half percent (12 1/2%) which shall not exceed an annual maximum amount of ten thousand two hundred and ten dollars (\$10,210). An employee's eligibility for longevity pay shall be reviewed as of June 1 and December 1 of each year with payment to be effected in semiannual installments payable on the first payday of June and December immediately following a determination of eligibility.

An employee's seniority for longevity pay shall include all periods of service from the employee's last continuous permanent County employment date, except as provided herein. Periods of separation may not be bridged to extend service unless the separation is a result of a layoff, in which case bridging will be authorized if the employee is reemployed in a permanent position in accordance with Article 32, or unless an employee who separates is reemployed within one (1) year and then works a minimum of one (1) year upon reemployment.

For qualifying employees retiring or resigning before the due date of any semi-annual increment, the amount of the payment shall be prorated.

ARTICLE 18 - TEMPORARY SUPERVISOR PAY

Any employee may be temporarily assigned to serve in an acting capacity in a position allocated to a higher pay range than that in which the employee is employed.

If an employee is temporarily assigned and becomes fully responsible for the duties of such position for at least fifteen (15) consecutive calendar days, the employee shall receive compensation up to ten percent (10%) greater than the employee's base pay rate or compensation equal to the minimum pay rate of the higher level position, whichever is greater. The rate of pay for the assignment will be determined by the higher classification in which the employee is working and application of the rules of salary on promotion in the Merit Personnel Ordinance (Section 5.119). In no event shall the amount of compensation be greater than the maximum pay rate of the salary range of the higher position. The increased compensation will begin on the first day of temporary assignment and until termination of the temporary assignment, as determined by the Chief or designee.

ARTICLE 19 – SHIFT DIFFERENTIAL

All shift work performed between the hours of 6:00 p.m. and 6:00 a.m., shall be considered night work. Payment for night work, in addition to regular compensation, shall be made at the rate of seven percent (7%) of base salary for those hours worked between 6:00 p.m. and 6:00 a.m., except as provided herein.

If an employee works a shift of which at least fifty percent (50%) of the hours are between 6:00 p.m. and 6:00 a.m., the employee shall be paid the differential for the entire shift. No night shift differential shall be paid for overtime worked at either the beginning or the end of a shift unless the regular shift hours qualify for the night shift differential. The shift differential will not apply during the periods of time when the employee is on sick, or annual leave, holidays or other leaves with pay even though the employee is still formally assigned to a shift that qualifies for the differential.

ARTICLE 20 – TRAINING

The Alternative Sentencing Officers are required to comply with the annual continuing education/training requirements as prescribed by the Nevada Peace Officer Standards and Training (POST). Such training, as well as other training approved by the Chief or designee, shall

be either provided by or paid for by the County. The time necessary to attend such training shall not be charged against the employee's vacation or compensatory time.

Instructor Differential Pay

Employees assigned as instructors to conduct training as Firearms/Active Shooter, Defensive Tactics, TASER, Air Soft, Self-Defense Instructor, or other classes as assigned by the Chief shall receive a ten percent (10%) differential to their base hourly rate of pay in half-day increments for those days when they are conducting training.

Education Incentive

1. **Intermediate P.O.S.T.:** Officers who attain a Nevada Intermediate P.O.S.T. certificate will qualify for a two point five percent (2.5%) of base pay education incentive. Officers will continue to receive the 2.5% incentive until such time the employee is promoted from the Supervisory rank or upon termination of employment with the County.
2. **Advanced P.O.S.T.:** Officers who attain a Nevada Advanced P.O.S.T. certificate will qualify for a five percent (5%) of base pay education incentive. Officers will continue to receive the 5% incentive until such time the employee is promoted from the Supervisory rank or upon termination of employment with the County.

Officers that attain both the Nevada Intermediate P.O.S.T and Nevada Advanced P.O.S.T. certificates are eligible for both education incentive pays, as described above.
(Revised 7-1-24)

Field Training Officer (FTO) Pay

Employees assigned by the Chief or designee to perform as a Field Training Officer (FTO) shall receive in addition to their normal base hourly rate of pay, an additional five percent (5%) of base salary as a differential pay during the actual period of time the employee is performing FTO duties during an employee's normal working hours. The FTO pay differential must be recorded on an hour for hour basis or major fraction thereof. This pay differential is intended to compensate the employee for any special training, experience, and/or qualifications required to perform the duties of a Field Training Officer.

ARTICLE 21 - INSURANCE

A. Medical, Vision & Dental Insurance

1. **Coverage:** The County agrees to provide a group medical plan, including dental and vision coverage, to all members of the bargaining unit and shall pay one hundred percent (100%) of the premium attributable to employee coverage under this plan during the life of this Agreement. In the event the employee elects dependent coverage, the County shall pay fifty percent (50%) of the premium for such coverage.
2. **Benefit Level:** The County agrees to maintain the present level of benefits of the medical plan which is in effect at the time of the signing of this Agreement until such alterations or changes are made in accordance with Paragraph C.

B. Employees Hired or Rehired on or After July 1, 2016 will be automatically enrolled into the High Deductible Health Plan (HDHP) and will remain in the plan for a minimum of two (2) full plan years. The County agrees to pay one hundred percent (100%) of the premium attributable to employee coverage, and in the event an employee elects dependent coverage, the County shall pay fifty percent (50%) of the premium for such coverage.

C. Insurance Negotiating Committee:

1. Establishment, Purpose and Effective Date

The Association and the County agree to the establishment of an Insurance Negotiating Committee composed of representatives of the County and each recognized employee bargaining unit.

The purpose of the Committee is to recommend to the Washoe County Commission any benefit changes in the County's medical, dental, vision and life insurance plans. This Committee shall also serve as the Oversight Committee for the Retiree Health Insurance Program.

This Committee shall become effective upon approval or ratification of the groups listed in Paragraph 2 below.

2. Composition of Committee

The Committee shall consist of one (1) voting member from each of the following groups:

- (1) Washoe County District Attorney Investigator's Association – Non-supervisory Unit
- (2) Washoe County District Attorney Investigator's Association – Supervisory Unit
- (3) Washoe County Public Attorneys Association
- (4) Washoe County Sheriff's Supervisory Deputies Association
- (5) Washoe County Sheriff's Deputies Association
- (6) Washoe County Employees Assn. – Supervisory-Admin. Unit
- (7) Washoe County Employees Assn. – Non-supervisory Unit
- (8) Washoe County Nurses Association – Non-Supervisory Unit
- (9) Washoe County Nurses Association – Supervisory Unit
- (10) Washoe County Alternative Sentencing Officers Association
- (11) Washoe County Alternative Sentencing Officers Association – Supervisory Unit
- (12) Management
- (13) Any other bargaining unit that may be formed during the term of the Agreement
- (14) The Associations may have an expert attend the insurance committee meeting and provide input to the committee
- (15) Retiree Representative – One (1) retired employee shall serve as a non-voting member to provide input on the effects of proposed changes upon retirees. The name of a retiree may be nominated by any voting member and shall be elected by the majority vote of the members shall serve a term of three (3) years. Such retired member may be re-elected by a majority vote of the members to serve one (1) additional term.
- (16) The Committee Chairperson shall be appointed by the County Manager and will not have a vote on the Committee.

Recommendations to BCC: The voting member of each bargaining unit, upon conferring with its association as necessary, shall have the authority to bind said bargaining unit to any modification in benefits agreed to by a majority vote of the Committee. Such modifications shall then be presented to the County Commission, and if approved by the County Commission, shall be binding upon each bargaining unit.

If the Committee recommendation is rejected by the County Commission, the Commission shall define their objections and parameters and the Insurance Committee shall, within fifteen (15) days of being notified of the Commission's objections and parameters, meet and attempt to redefine plan modifications which meet the Commission-established parameters. If the Committee is successful, the plan modifications shall be resubmitted to the Commission for approval. If the Committee is unable to determine acceptable modifications for submission to

the Commission, the County and Insurance Committee agree to resolve any resulting differences by submitting the dispute to an expedited final and binding interest resolution which shall be binding upon the County and the bargaining units.

3. Binding Interest Resolution Process: When the Insurance Committee first convenes in any plan year, no later than June 30, they shall notify the County Human Resources Director or their designated representative(s) who shall represent the Insurance Committee in selecting an arbitrator and scheduling a timely hearing should it be necessary. Within five (5) days of notification of the Committee's representative(s), said representative(s) and the County Human Resources Director shall meet and designate an arbitrator to hear such dispute should it become necessary. If the parties are unable to agree on the arbitrator, they shall obtain a list of five (5) experienced arbitrators, with in-depth knowledge of public sector insurance systems who are not associated with Washoe County or with the Washoe County Association bargaining units. The list may be obtained from AAA, Federal Mediation and Conciliation Service or any other mutually agreed upon organization. In selecting from the list, the Parties shall alternately strike from the list to select the arbitrator. The right to strike the first name from the list shall be determined by the toss of a coin.

Upon selection of an arbitrator, the Parties shall immediately contact the arbitrator and advise him/her of their selection should a hearing become necessary and the conditions for a decision which shall include: 1) the hearing shall be scheduled for two (2) consecutive days, with each party having one (1) day to present their position on the merits of the dispute; 2) the arbitrator may keep a record of the hearing and the Parties will retain a court reporter to transcribe and provide a real time transcript of the hearing; 3) each party shall have five (5) days following the hearing to submit any brief they intend filing; 4) the arbitrator shall render a decision within fifteen (15) days of when the briefs are due; and 5) the arbitrator's authority shall be restricted to either selecting the plan design submitted by the Committee or the plan design submitted on behalf of the County Commission. The Insurance Committee representative(s) and the County Human Resource Director shall also be advised of the Insurance Committee schedule and shall set a date with the arbitrator in advance of any known dispute in order to ensure a timely decision in the event the resolution process is necessary. In the event the resolution process hearing is not necessary, County shall pay any cancellation fees. Each party shall be responsible for their costs of presenting their case to the arbitrator and any of his/her fees shall be split equally with the Insurance Committee (Associations) paying half and County paying half.

5. Mediation Process: If an impasse occurs prior to going to binding interest resolution, the parties agree to contact the selected individual from the forgoing list of arbitrators to mediate the dispute. Should mediation not resolve the dispute, an expedited hearing with the selected neutral shall occur.

6. Release Time: Any insurance committee member shall be granted time off from their assigned duties with Washoe County to attend the hearing at the County's expense. No overtime costs shall be paid to any employee attending the hearing.

D. Medical Claims Review:

Should there be a dispute over a medical claim under the County's self-funded health plan, it shall be resolved in the following manner: The Insurance Appeals Committee shall first attempt to resolve disputes, not related to medical necessity, as outlined in County's self-funded health plan document(s) claims procedures. If the dispute remains unresolved, it shall then be referred to the separate arbitration procedure that has been established under the County's self-funded health plan. The aggrieved employee and the County shall each pay one-half (1/2) of the cost of arbitration.

E. Retiree Health Insurance:

The Retiree Health Insurance benefit is based on the employee's original date of hire and total years of County service.

1. For those individuals employed by the County between May 3, 1977 and January 13, 1981, the following provisions apply:

(a) The County will pay 50% of the medical insurance premium attributable to the employee for participation in the County's Retiree Health Insurance Program upon the employee's retirement and receipt of benefits from Nevada PERS, provided the employee has at least a total of ten (10) years of full-time County employment.

(b) The County will pay 75% of the medical insurance premium attributable to the employee for participation in the County's Retiree Health Insurance Program upon the employee's retirement and receipt of benefits from Nevada PERS, provided the employee has at least a total of fifteen (15) years of full-time County employment.

(c) The County will pay 100% of the medical insurance premium attributable to the employee for participation in the County's Retiree Health Insurance Program upon the employee's retirement and receipt of benefits from Nevada PERS, provided the employee has at least a total of twenty (20) years of full-time County employment.

The payments specified in a, b, and c, above, will be made in accordance with and are subject to all applicable laws in effect at the time of the employee's retirement, and are contingent upon the employee being medically eligible to be reinstated into the County's Retiree Health Insurance Program if there has been a break in coverage under the County's Health Plan.

2. For those employees hired on or after January 13, 1981, the provisions listed in Section E.1. above, are applicable except that in order to receive the County provided premium contribution, the individual must enroll in the retiree health insurance benefits and must be an employee of Washoe County immediately prior to drawing retirement benefits. The individual may also enroll anytime thereafter, without the County provided premium contribution, if eligibility and enrollment requirements under NRS 287.025 are met.

3. The parties recognize that the cost of retiree health insurance should be considered a current benefit earned and paid for during an individual's employment with the benefit simply being deferred until retirement. Based upon this, the parties further recognize that the funding of the retiree health insurance program must be addressed during the period of employment of active employees in order to try and ensure the fiscal integrity of the program in the future and in order to try and ensure that the benefit upon retirement can be provided. Additionally, the parties recognize that the prefunding of the service cost of this program, which is addressed below, only represents a portion of the funding obligations of this program and that the parties will address the unfunded liability portion of this program in the future. At the point in time when the retiree health insurance program is fully prefunded, with no unfunded liability remaining, the retiree health insurance program will be fully considered a current benefit earned and paid for during an individual's employment with the benefit simply being deferred until retirement. With those mutual recognitions and understandings, the parties herein agree to prefund the program annually at the actuarially determined service cost amount attributable to this bargaining unit beginning July 1, 1996. The amount of the service cost attributable to this bargaining unit will be a percentage of the number of employees represented by the bargaining unit compared to the number of employees covered under the County's Health Benefit Program.

4. For those employees hired on or after September 17, 1997 through June 30, 2010, and retiring prior to July 1, 2025, the County will pay the portion of the medical insurance premium in the form of a subsidy as established by the County. This subsidy may only be used to offset the cost of the medical plan premiums offered through the Washoe County Retiree Health Benefits Program. Upon reaching the age of Medicare eligibility, employees referenced in this section

must enroll in Medicare Parts A and B, with Medicare becoming primary coverage and Washoe County becoming secondary, should they elect to remain in the County Retiree Health Plan. In order to receive the County provided premium contribution, the individual must enroll in the retiree health insurance benefits and must be an employee of Washoe County immediately prior to drawing retirement benefits. The individual may also enroll anytime thereafter, without the County provided premium contribution, if eligibility and enrollment requirement under NRS 287.0205 are met.

5. For those employees hired on or after September 17, 1997 through June 30, 2010 and retiring on or after July 1, 2025, the County will provide the medical insurance premium in the form of a subsidy as established by the County, in the following manner:

a) Less than Twenty (20) Years of County Service:

(1) To receive the County provided subsidy contribution to the HRA, the individual must be an employee of Washoe County immediately prior to drawing retirement benefits with NVPERS.

b) Twenty (20) or more Years of County Service:

(1) To receive the County provided subsidy contribution to the HRA, the individual must complete 20 years of County service and separate from service through no fault of their own.

The subsidy contribution shall be administered in the following manner:

(1) The monthly subsidy shall be provided in a Health Reimbursement Arrangement (HRA) in intervals as determined by the County.

(2) Funds in this account do not roll over to the following year. Any funds remaining in the HRA at the end of each calendar year shall be forfeited back to Washoe County.

(3) The funds in this HRA shall be used to pay for the retiree's health insurance premiums in retirement. The individual may enroll in a plan through Washoe County or a plan of their choosing.

(a) If the individual elects a plan other than one provided through Washoe County. The individual may re-enroll in a Washoe County plan in accordance with NRS 287.0205.

(4) Eligible expenses of the HRA shall be limited to after-tax premiums (Health, Dental, Vision, Medicare Part B, Medicare Part D, Medicare Supplement, and Long-Term Care insurance).

(5) Upon death of the retiree, any remaining funds in the individual's HRA shall be forfeited back to Washoe County.

(6) The County has the exclusive right to determine the third-party vendor for this plan and shall provide at least 90 days advanced notice should this vendor change.

(7) The County will provide communication and education materials to assist employees with understanding the plan.

6. Washoe County will provide a monthly subsidy to the employees referenced in paragraph 4 at the rates provided in Appendix B based on age and total years of County service prior to retirement from the County, with a minimum of five (5) years of service and maximum of twenty (20) years of service. Effective January 1, 2020, the amounts in the schedule shall be adjusted to the nearest dollar to reflect any change using the CPI Medical Index during any year there is an increase to the medical plan premiums. When medical premium amounts do not change, there shall be no change to the subsidy schedules for the coinciding plan year.

7. For those employees hired after June 30, 2010, there will be no retiree medical health care contributions by the County. Upon reaching the age of Medicare eligibility, employees in this section must enroll in Medicare Parts A and B with Medicare becoming primary coverage and

Washoe County becoming secondary, should they elect to remain in the County Retiree Health Plan.

a.) Effective July 1, 2025, any employee who has at least fifteen (15) but less than twenty (20) years of continuous County service, and whose separation from service is not due to death or termination for cause, shall receive \$15,000 into a Post Employment Health Reimbursement Arrangement (PEHRA) for the purpose of paying health insurance premiums post-employment.

b.) Effective July 1, 2025, any employee, who has at least twenty (20) years of continuous County service, and whose separation from service is not due to death or termination for cause, shall receive \$35,000 into a PEHRA for the purpose of paying health insurance premiums post-employment.

The PEHRA shall be administered in the following manner:

- 1.) The County has the exclusive right to determine the third-party vendor for this plan and shall provide at least 90 days advanced notice should this vendor change.
- 2.) The County will provide communication and education materials to assist employees with understanding the plan.
- 3.) The County will comply with all state and federal regulatory requirements relating to managing the PEHRA.
 - a.) Regulations only allow legal spouses and legal dependents (not turning 27 or older in the tax year) to continue using the funds after the participants death. Funds cannot be passed on to non-spouse or non-qualifying dependent beneficiaries.
- 4.) Eligible expenses of the PEHRA shall be limited to after-tax premiums (Health, Dental, Vision, Medicare Part B, Medicare Part D, Medicare Supplement, and Long-Term Care insurance).

The County agrees to provide health insurance coverage and shall pay one hundred percent (100%) of the premium for spouses and dependent children of any member of the bargaining unit who is killed in the line of duty and which member has said spouse and dependent children covered under the County's medical insurance plan at the time the member was killed. The spouse shall be covered until normal retirement age or remarriage, whichever occurs first. The dependent children shall be covered up to the age of twenty-six (26).

ARTICLE 22 – UNIFORM ALLOWANCE

A. Washoe County shall pay all employees an uniform allowance at the rate of two hundred fifty dollars (\$250) per quarter, payable quarterly the first payday in April, July and October and the last payday in December.

B. The County of Washoe shall furnish the required uniforms to every new employee and to any present employee when required by the Chief or their designee to replace uniform items, which uniforms shall remain the property of the County.

C. The uniform color(s), manufacturer(s), and overall design(s) shall be determined by the Chief or their designee. Any future changes in uniform design(s), implemented by the Chief or their designee, shall result in the uniform furnishment to apply to all current employees for the purpose of updating their uniforms.

D. When replacement of any item of uniform or equipment is required due to normal wear, such replacement shall be at the County's expense. When replacement of any item of uniform is required as a result of an employee's negligence or misconduct, such replacement shall be at the employee's expense.

E. Washoe County will reimburse an employee for the repair or replacement cost of a non-uniformed item of clothing or equipment that is damaged or destroyed in the line of duty up to an amount not to exceed the maximum cost of the equivalent uniformed item of clothing or cost of equipment. In order that an affected employee receives the benefit of this section, he/she must immediately report a claim after any work-related incident. The report shall detail the event and its effect on the employee's clothing or equipment. The report shall be approved by the Chief or their designee.

ARTICLE 23 - SAFETY EQUIPMENT

A. Washoe County shall furnish safety equipment to every new employee, and to any current employee when required by the Chief or designee to replace such items, which items shall remain the property of Washoe County.

B. Upon employment, Washoe County shall pay each employee five hundred twenty-five dollars (\$525.00) toward the purchase of a weapon. Any weapon purchased must be approved by the Chief. The employee shall own the weapon and will be responsible to maintain and service the weapon. The employee must qualify with the purchased weapon as directed by the Chief or their designee.

C. In recognition that a duty weapon (pistol/handgun) has a lifespan, the County shall reimburse employees a one-time Duty Weapon Replacement Allowance of up to five hundred twenty-five (\$525.00) to assist in the purchase of a replacement duty weapon. The employee shall own the duty weapon and will be responsible to maintain and service the duty weapon. The employee must qualify with the purchased duty weapon as directed by the Chief. In order to be reimbursed for the allowance, the employee must have ten (10) years of continuous County service and the employee must furnish the County with a valid sales receipt for the new duty weapon.

D. Washoe County shall pay all employees a safety allowance of two hundred fifty dollars (\$250.00) per quarter payable the first payday in April, July and October and the last payday in December.

E. In the interest of safety, both to the Washoe County community and the employees, the Chief and the Association will meet, as needed, for the purpose of consulting on work related safety equipment and technologies.

ARTICLE 24 - RETIRING MEMBERS

When an employee is "honorably retired" in accordance with NRS 202.350(8)(b), the County may provide that employee with one retired identification card and one retired shield.

ARTICLE 25 - DUES DEDUCTION

A. The County agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deduction from their wages in writing, such membership dues as may be uniformly assessed by the Association. Such deduction shall be at no cost to the Association.

B. The remittance to the Association shall be forwarded to the Treasurer of the Association on a bi-weekly basis.

C. There shall be no restriction on the right of an employee to terminate his dues deduction.

D. The County Comptroller will be notified in writing of any change in the rate of membership dues thirty (30) days prior to the effective date of such change. A change in the rate of membership dues must take effect on the first day of the start of a pay period.

ARTICLE 26 - DISTRIBUTION OF CONTRACT

This Agreement shall be posted on the Washoe County Human Resources website within thirty (30) days of BCC approval.

ARTICLE 27 - INVESTIGATIONS

For purposes of investigations, members of the bargaining unit shall be accorded all of the rights provided to peace officers pursuant to NRS 289.

ARTICLE 28 - PERSONNEL INFORMATION

A. An employee covered hereunder shall, on his/her request and by appointment, be permitted to examine his/her personnel file, which shall be kept in the Department of Human Resources. An employee may be given a copy of any material in his/her file, upon request.

B. No material derogatory to an employee shall hereafter be placed in his/her personnel file unless a copy of same is provided the employee. The employee shall be given an opportunity to submit explanatory remarks for the record.

ARTICLE 29 - DISCIPLINE, SUSPENSION AND DEMOTION

A. Just Cause Standard: The County shall not demote, suspend or take any other action against a permanent, classified employee without just cause. The County shall notify the employee affected and the Association of all disciplinary actions taken.

B. Poor Performance: If the County alleges that an employee's work performance has fallen below standard, said employee's supervisor shall inform the employee promptly and specifically of such lapses before issuing a warning letter or reprimand.

C. Use of Prior Discipline: Nothing shall be used against an employee in a demotion, suspension or other disciplinary action unless the employee has been notified in writing.

D. An employee may appeal discipline, demotion, suspension or other forms of discipline through the Agreement's grievance procedure that shall be the exclusive remedy for the appeal of disciplinary actions.

ARTICLE 30 - DISCHARGE

A. The County shall not discharge a permanent, classified employee without just cause. The right to protest a discharge pursuant to this Article shall be limited to non-probationary, classified employees.

B. Notice of Proposed Action: Before taking action to discharge an employee having permanent status in the classified service, the appointing authority shall serve on the employee and the

Association, either personally or by certified mail, a Notice of Proposed Action, which shall contain the following:

1. A statement of the action to be taken.
2. A statement of the misconduct, including the actions and/or omission and grounds upon which the action is based.
3. If it is claimed that the employee has violated a rule or regulation of the County or Department, a copy of said rule shall be included with the notice.
4. A statement that the employee may review and request copies of material upon which the proposed action is based.
5. A statement that the employee has seven (7) calendar days to respond to the appointing authority in writing.

C. Response to Notice of Proposed Action: The employee or Association upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond or protest to the appointing authority in writing, before the proposed action may be taken. Upon application and for good cause, the appointing authority may extend, in writing, the period to respond.

D. Suspension Pending Discharge:

1. The appointing authority may immediately suspend without pay an employee pending discharge for gross misconduct or conduct, which gives rise to a clear and present danger to public health and safety.
2. Notice of immediate suspension hereunder shall comply with the provisions of Paragraph B above and be served on the employee and the Association either personally or by posting by certified mail within twenty-four (24) hours of the effective time of suspension.

E. Suspension Pending Criminal Case: The appointing authority, upon giving notice as provided in Paragraph B above, may immediately suspend an employee against who there are pending criminal charges and which charge must adversely and directly affect the County service or conflict with continued employment, or is seriously and substantially disruptive of Department or County operations. Pending criminal charges exist when an employee has been named a defendant in a criminal complaint or indictment filed in any court.

F. Order of Discharge: In any action to discharge an employee having permanent status in a position in the classified service, after complying with the applicable requirements of Paragraphs A through E above, having reviewed the employee or Association response, if any, given pursuant to Paragraph C above, the appointing authority may order the discharge of the employee. An Order of Discharge shall:

- (1) be in writing;
- (2) state specifically the causes for the action;
- (3) state the effective date of such action, which shall not be less than seven (7) calendar days from the date of such order;
- (4) be served on the employee and the Association, either personally or by certified mail; and
- (5) be filed with the Human Resources Director.

G. Appeal of Order of Discharge: Either the employee or Association may protest the discharge, which protest shall be an appeal considered and processed in accordance with the Agreement's grievance procedure commencing at Level III.

ARTICLE 31 - GRIEVANCE PROCEDURE

The purpose of the following provisions is to set forth, simply and clearly, the provisions that shall govern the conditions of a grievance appeal.

I. GENERAL PROVISIONS:

A. Definitions:

1. **Grievance:** A grievance is a dispute by one or more employees or the Association concerning the interpretation or application of an expressed provision of this Agreement.
2. **Grievant:**
 - (a) A County employee who is covered by the provisions of this Agreement and who is adversely affected by the matter being grieved.
 - (b) The Association may file a grievance alleging a violation of contract terms in an attempt to avoid negative precedent. However, in no event may the Association assert a grievance appealing a disciplinary action "on behalf of" an Association member or non-member absent the signed approval of same.
3. **Day:** For purpose of this procedure, a day is defined as a calendar day.

B. All grievances shall be filed in writing, shall be dated as of the date filed, and shall specify the Collective Bargaining Agreement provision alleged to have been violated. The grievance shall also specify the facts, including names, dates, etc., which are alleged to constitute the violation.

C. A grievant(s) shall have the right to representation at each step of the grievance procedure.

D. Settlement of a grievance made under this Article shall be in writing.

E. Any of the time limits contained in this procedure may be waived upon the mutual written agreement of both parties, except that the waiver of the time limits contained in Step 1 of this procedure, can only be agreed to on the part of the County by the County Manager or his/her designee.

II. GRIEVANCE PROCEDURE

STEP 1:

Informal Discussion: The aggrieved employee shall take up the grievance with the Supervisor within 20 days of when the employee knew or should have known of the occurrence giving rise to the grievance. If the matter giving rise to the grievance is initiated at a level above the Supervisor, the grievance will start with the Chief. For those grievances that are initiated at the Supervisor's level, he or she shall attempt to adjust the matter at that time. If the grievance is not settled during the informal discussion, the grievant shall submit it in writing to the Chief within seven (7) days of the informal discussion. The Chief shall render a decision in writing to the grievant within seven (7) days after receipt of the written grievance.

STEP 2:

For those grievances that are started at Step 1, in the event the grievant is not satisfied with the written response to the grievance, the grievant may refer the grievance in writing to the Director of Human Resources within seven (7) days after receipt of the written response. If the grievance is started at Step 2, the time limits for filing the grievance under Step 1, shall apply.

STEP 3:

If the grievant is not satisfied with the decision rendered at Step 2, within ten (10) days of receipt of such decision, the Association may make a request in writing for arbitration to the Director of Human Resources. The request shall indicate if the grievant is representing themselves rather than being represented by the Association and the matter may be submitted to arbitration, but particular attention is to be drawn to the provision of this Article regarding the cost associated

with arbitration. The Parties recognize that assignment of authority to proceed to arbitration to the grievant does not alter recognition of the Association as the employee's representative pursuant to NRS Chapter 288.

III. ARBITRATION PROCESS

A. Issues to Arbitrate: Both Parties shall mutually or severally set forth the issue(s) to be arbitrated in advance of selecting an arbitrator.

B. Selection of Arbitrator: If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators shall be made to the American Arbitration Association or the Federal Mediation and Conciliation Service by either party. The selection of the arbitrator shall be made from the list provided by alternately striking names, the Association striking first or, if the grievant is representing himself, the grievant striking first.

C. Arbitration: The arbitrator so selected shall confer promptly with the parties, shall hold further hearings, and shall issue a report not later than thirty (30) days from the day of the hearing which shall set forth his findings of fact, reasonings, and decision on the issues submitted. The arbitrator's decision shall be consistent with the law and the terms of this Agreement and shall be binding on the parties. The arbitrator shall not have the authority to modify, amend, alter, add to or subtract from, any of the provisions of this Agreement.

D. Expenses: The expenses of arbitration, including the arbitrator's fee/cost and the expenses and costs of the arbitrator's transcript, if any, shall be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expenses. The parties shall be considered as the County and the Association or, if the Association has so delegated, and a grievant is representing himself, the County and the grievant(s).

ARTICLE 32 - REDUCTION IN FORCE/LAYOFFS

Whenever the County reduces in force or lays off any employee having permanent status because of lack of work or lack of funds, the following procedure shall be used:

A. The department head shall determine in which class or classes within the bargaining unit reduction in staff will have the least detrimental effect on departmental operations and will specify the layoff accordingly.

B. Within the bargaining unit, all nonpermanent employees shall be laid off before any permanent employees and in the following order: temporary, intermittent hourly, provisional and probationary.

C. All other conditions being equal; seniority shall be the determining factor for purpose of layoff and right to rehire. Seniority shall be defined as total service time within the bargaining unit. The employee with the least seniority shall be the first to be laid off. The order of rehire shall be in reverse order of layoff with the last or most senior employee laid off being the first to be rehired. Ties in seniority shall be broken by the drawing of lots. Periods of separation may not be bridged to extend service unless the separation is a result of layoff in which case bridging will be authorized if the employee is reemployed in a permanent position in the bargaining unit within the period of his/her layoff eligibility, or unless an employee who separates is reemployed within one year and then works a minimum of one year upon reemployment.

D. An employee laid off in one class within the bargaining unit may displace another employee in another class within the bargaining unit if the laid off employee had previously attained

permanent status in the other class and there is an employee in that class with less seniority. The employee displaced shall be considered as laid off for the same reason as the person who displaced him/her.

E. The employee with the least seniority within the bargaining unit shall be displaced by the person who is laid off. The employee displaced shall be considered as laid off for the same reason, as the person who displaced him/her and shall in the same manner be eligible to displace. If two or more employees have the same displacement seniority to a position in a class, the order of displacement shall be determined by the drawing of lots.

F. All election and waivers of displacement rights by employees shall be made in writing.

All permanent employees laid off shall be placed on a reemployment list for the class in which the employee was laid off or for another class within the bargaining unit for which they meet the minimum qualifications. The reemployment list shall remain in effect for a period of two (2) years from the date of lay off.

G. Refusal of an employee to accept an appointment to a position in a class from which he/she was laid off or elected displacement may result in the removal from the reemployment list.

H. The Association will be informed of any pending reduction in force layoffs at least seven (7) days prior to the official notification of employees affected thereby. The notification will include the reasons for the layoffs and the number and types of positions affected. At this time, the Association may make its views and recommendations known to the Director of Human Resources concerning the implementation of such layoff. All layoffs will be carried out in strict compliance with applicable laws and regulations. Employees affected shall be given thirty (30) days notice of layoff.

I. The County will cooperate with any employee who is laid off as a result of a reduction in force layoff and the State Employment Service (or equivalent agency) in determining the rights to be afforded the separated employee(s) and will inform employees of the method and procedures to follow when applying for any available benefits.

ARTICLE 33 - ASSOCIATION USE OF COUNTY BUILDINGS

The County recognizes the necessity of the Association to hold Association meetings. It is mutually agreed that, upon request to the party under whose control the facilities are placed, the Association shall be permitted to meet in County facilities or buildings if such facilities or buildings are available, under the following conditions:

A. Any such meeting held in or on County property shall be without cost to the Association.

B. No such meeting shall be allowed to interfere with normal County activities.

C. This provision is not a guarantee to the Association that County facilities or buildings will be available to them at any specific time, and such meetings will be scheduled at the convenience of the County, except that the County will not deny access to facilities or buildings merely for the purpose of harassment of the Association.

ARTICLE 34 - ACCESS TO INFORMATION

Upon written request of the Association, the County shall make available one copy of the following for the Association's retention and record:

- Tax rates.
- Classification information, including grade and step.
- Tenure information.
- Salary anniversary.
- Merit increase given to bargaining unit personnel.
- All budgetary information filed with the Nevada Tax Commission.
- Departmental budget request as well as tentative and final appropriations.
- Monthly trial balances.
- Any other relevant materials mutually agreed upon by the Parties.

ARTICLE 35 - BULLETIN BOARD AND FACILITIES USE

A. The County agrees to provide a space in the Department of Alternative Sentencing office area for the Association to post one (1) bulletin board. Said bulletin board shall not exceed three (3) feet by four (4) feet in area. Materials shall be posted upon the bulletin board specifically as designated and not on walls, doors, file cabinets or any other place. The material posted on the bulletin board shall not be obscene, defamatory, derogatory, or of a partisan political nature, nor shall it pertain to public issues which do not involve the County or its relationships with County employees. All posted material shall bear the identity of the sponsor, shall be signed by a duly appointed representative of the Association shall be neatly displayed, and shall be removed as soon as no longer timely. All costs incident to preparing and posting of Association material will be done by the Association.

B. Meeting Rooms

County meeting room facilities may be made available upon timely application for use by County employees and the Association. Application for such use shall be made to the party/department under whose control the facility is placed. The Association may be preempted from such use should the need for the facility arise for a County purpose.

C. Communications: For the purpose of communication of Association business, the County shall permit reasonable use of the County's communication systems (i.e., email, Teams), during the employee's breaks or non-work time, by the Association and its members for communications between the Association and its members. The Association and its members recognize there is no expectation or guarantee of privacy for such communication systems, and they are not confidential.

ARTICLE 36 - SAVINGS CLAUSE

A. The Agreement is the entire agreement of the Parties, terminating all prior arrangements and concluding all negotiations during the term of this Agreement. The County shall from time to time meet with the Association to discuss its view relative to the administration of this Agreement. The Association may request discussions if it wishes.

B. Should any provision of this Agreement be found to be in contravention of any federal or state law, or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise cancelled or amended.

C. In the event that Section B above is affected or Chapter 288 of the Nevada Revised Statutes is amended, the County and Association negotiating teams will meet within thirty (30) days of such decision or passage to discuss the ramification(s) on the current Agreement.

ARTICLE 37 - AMENDMENTS TO AGREEMENT

This Agreement may be amended during its term only by the mutual written agreement of the Parties. Such amendments shall be lettered, dated and signed by the Parties and, together with any attached Appendices, if applicable, shall constitute a part of this Agreement.

ARTICLE 38 - GRADES, CLASSIFICATIONS AND TITLES

The Parties have entered into a point factor job evaluation process in which a job evaluation committee is granted authority to determine the points assigned to classifications in the bargaining unit pursuant to the Hay methodology Classification process. The established Grades, Classifications and Titles in the Agreement are set forth in Appendix A. Changes may result in classifications and titles when the job evaluation committee has reclassified a job, or where new classifications are added. The County ascribes responsibility that setting grades, salary schedules and market pay differentials for classifications is the exclusive responsibility delegated by the County to the contracted classification vendor. Further, the Parties agree that appeals of classification or reclassification shall first go back to the job evaluation committee, and subsequent appeals shall be to the contracted classification vendor, and are not subject to the grievance and arbitration provisions of the Labor Agreement.

In the event that there is a permanent assignment of duties, which the Association or County believes alters the classification of an employee's position, the Association or County may request to have the employee's position studied. Such request shall be submitted to the Human Resources Department, setting forth in writing the reasons that form the basis for review. Human Resources shall discuss the changes with the employee(s) and management and prepare a new position description if necessary. The new description shall be submitted to the job evaluation committee, which will determine whether an existing classification is appropriate, or whether a new classification is necessary.

If the employee or Appointing Authority disagrees with the results of the reclassification request, they may request a further review by the job evaluation committee. If they still disagree, any subsequent appeal shall be to the contracted classification vendor, and are not subject to the grievance and arbitration provisions of the Labor Agreement.

The effective date of a position(s) reclassified to a class having a higher salary grade shall be either the date the position(s) was studied or ninety (90) days after the request to study the position(s) was received in the Human Resources Department, whichever occurs first. The status of employees so reclassified shall be governed by the provisions of the Merit Personnel Ordinance. The effective date of a position(s) reclassified to a class having a lower salary grade shall be the date the position(s) was studied. An employee in a position so reclassified shall retain the employee's status in the lower classification, and if the employee's salary is above the top of the salary range for the lower classification, shall have the employee's salary frozen at their existing rate until the lower salary grade reaches the employee's frozen rate.

ARTICLE 39 - DISTRIBUTION OF FINAL PAYMENT DUE A DECEASED EMPLOYEE

If an employee dies while owed compensation by the County, the Parties recognize and agree that such compensation, to include wages, payment for accrued vacation leave, payment for accrued compensatory hours, payment for sick leave cash out, payment for pro-rata longevity pay, and payment for any reimbursable expenses due the employee shall be distributed in an expedient and legal fashion pursuant to NRS 281.155.

ARTICLE 40 – DEFERRED COMPENSATION PLAN

A. Provided the County offers a 26 USC §457 Deferred Compensation Plan, any employee hired into a position represented by the Association shall be automatically enrolled into the Plan at the time they are hired as described in Paragraph B, unless the employee opts out of the plan by contacting the recordkeeping service provider directly.

B. If the employee does not opt out of the plan, the County will automatically withhold from the employee's pay 3% of the employee's gross base wages, or such other amount as the employee designates, each pay period and deposit that pay into the §457 Deferred Compensation Plan in an account created for the sole benefit of the employee, unless and until directed to do otherwise by the employee.

a. The employee may elect to contribute an amount less or more than the 3% per pay period default amount and may opt out entirely.

b. An employee's election to contribute an amount or percentage other than the default amount of 3% may affect the employee's eligibility to receive a permissible withdrawal of all contributed funds within the first ninety (90) day period of the first payroll deduction.

C. Any employee hired into the position represented by the Association is subject to automatic enrollment into the Plan described in Paragraphs A and B above, with an initial deferral rate of 3% of the employees' gross wages. Additionally, these employees shall be subject to the Plan's Automatic Contribution Increase provision which will allow for an additional 1% of the employee's gross base wages to be deferred each year for a period of not more than seven (7) years and not to exceed 10% of the employee's gross base wages unless directed to do otherwise by the employee.

D. Deposits, withdrawals, and all other aspects of the employee's §457 account shall be subject to all Federal, State and County laws, regulations, policies, or other similar enactments applicable to the Plan offered by the County.

E. It is the intent of the Parties that only employee funds as described herein will be deposited into any §457 account, and that the County is not required, or authorized, to contribute County funds of any kind to any employee's §457 account pursuant to this or any other Article of this Agreement.

ARTICLE 41 - TERM OF AGREEMENT

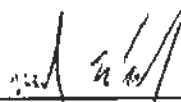
This Agreement shall be effective on July 1, 2024 and shall continue in full force and effect through June 30, 2028.

Washoe County has the right to reopen this collective bargaining agreement for renegotiations under the circumstances, and pursuant to the processes, described in NRS 288.150(4) and NRS 288.150(2)(w).

IN WITNESS WHEREOF, The County and the Association have caused this Agreement to be duly executed by their authorized representative this 25th day of June, 2024.



Alexis Hill, Chair
Washoe County Commission



Mark Wickman, President
Washoe County
Alternative Sentencing Officers Association

APPENDIX A
Salary Schedule
Alternative Sentencing Officers: Supervisory

*** Effective: 07/01/24**

Class Code	Salary Grade		Job Class Title	Hourly Range			Annual Range		
				Minimum		Maximum	Minimum		Maximum
17550	AS	E18	Alternative Sentencing Sergeant	49.03	-	63.74	101,982.40	-	132,579.20

*Moved up one pay grade from E17 to E18 Effective 07/01/24

*Reflects a 3% COLA Effective 07/01/24

*** Effective: 07/01/25**

Class Code	Salary Grade		Job Class Title	Hourly Range			Annual Range		
				Minimum		Maximum	Minimum		Maximum
17550	AS	E18	Alternative Sentencing Sergeant	50.62	-	65.81	105,289.60	-	136,884.60

*Reflects a 3.25% COLA Effective 07/01/25

Note: Salaries are subject to change (i.e., for a PERS Adjustment). Please refer to the Alphabetic List of Salaries on the HR website for current salaries.

**APPENDIX B
Subsidy Schedule**

**Post 97/98 (Under Age 65)
1/1/2024 – 12/31/2024**

CALENDAR PLAN YEAR 2024	
Years of Service	Subsidy
5	(\$132.00)
6	(\$173.00)
7	(\$211.00)
8	(\$251.00)
9	(\$291.00)
10	(\$329.00)
11	(\$368.00)
12	(\$406.00)
13	(\$446.00)
14	(\$487.00)
15	(\$525.00)
16	(\$565.00)
17	(\$604.00)
18	(\$642.00)
19	(\$683.00)
20	(\$722.00)

**Post 97/98 (Over Age 65)
1/1/2024 - 12/31/2024**

CALENDAR PLAN YEAR 2024	
Years of Service	Contribution
5	(\$73.00)
6	(\$88.00)
7	(\$103.00)
8	(\$117.00)
9	(\$131.00)
10	(\$146.00)
11	(\$162.00)
12	(\$177.00)
13	(\$190.00)
14	(\$205.00)
15	(\$219.00)
16	(\$235.00)
17	(\$249.00)
18	(\$264.00)
19	(\$279.00)
20	(\$294.00)

EXHIBIT 3

EXHIBIT 3

COUNTY COMMISSIONERS

Chair, Alexis Hill, District 1

Vice-Chair, Jeanne Herman, District 5

Michael Clark, District 2

Mariluz Garcia, District 3

Clara Andriola, District 4



NOTICE OF MEETING AND AGENDA

COUNTY MANAGER

Eric P. Brown

WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS

- 1001 E. 9th Street, Reno, Nevada 89512

CHIEF DEPUTY DISTRICT ATTORNEY

Mary Kandaras

July 16, 2024

10:00 a.m.

COUNTY CLERK

Janis Galassini

NOTE: Items on this agenda may be taken out of order, combined with other items, removed from the agenda, or moved to the agenda of another later meeting. The Consent section is a single agenda item and is considered as a block and will not be read aloud. Items on this agenda may also be moved to or from the consent section. Items not voted on in the Consent section may also be voted on in a separate block or blocks. Items designated for a specified time will not be heard prior to the stated time but may be heard later. There will be only one period of public comment on any block vote. Any public comment made during that period may pertain to any of the items being voted on in the block, but there will not be separate public comment periods for each item within the block.

Location. This meeting will be held at the physical location designated on this agenda, but one or more of the County Commissioners and/or County staff may attend and participate by a remote technology system. Members of the public wishing to attend the meeting may do so at the designated physical location or may otherwise participate as stated in the Public Comment section. The Chair or their designee will make reasonable efforts to ensure that members of the public body and members of the public present at the physical location can hear or observe each member attending by remote technology system, and each member of the public body in attendance can participate in the meeting.

Accessibility. Washoe County, in compliance with the Americans with Disabilities Act, wishes to make all of its public meetings accessible to the public. Persons who require special accommodations or assistance in attending this meeting may contact the Office of the County Manager at least two working days before the meeting, if possible, by dialing 311 from any phone or (775) 328-2003.

Public Transportation. Public transportation is available to this meeting site. For eligible RTC ACCESS reservations call (775) 348-5438 or visit: <https://www.rtcwashoe.com/public-transportation/>.

Public Comment. Public comment is welcomed during public comment periods and is limited to 3 minutes per person per public comment period. Unused time may not be allocated to other speakers. A speaker's viewpoint will not be restricted; however, reasonable restrictions may be imposed upon the time, place, and manner of speech. Irrelevant statements, unduly repetitious statements, and personal attacks that would objectively antagonize or incite others are examples of speech that may be reasonably limited. All comments are to be directed to the Commission as a whole.

During the general public comment periods at the beginning and end of the meeting, speakers may address any matter either on or off the agenda. Items voted on in the Consent section or in a separate block or blocks shall have a single public comment period per block, and public comment will only be heard about the specific items being considered by the Commission in the block. For the remainder of the agenda, during items designated "for possible action" that are considered individually, public comment will only be heard about the specific item being considered by the Commission. Members of the public that wish to share documents or make a brief presentation within their public comment period must provide ten (10) printed copies of each document. Please note that USB drives or any other digital media will not be accepted due to the risk of introducing viruses or malicious code, which could potentially compromise the County's systems.

Members of the public may also submit comments by mail (1001 E. Ninth St., Reno, NV 89512), by eComment at <https://washoe-nv.granicusideas.com/#>. The County will make reasonable efforts to include all such comments received by 4:00 pm one working day prior to the meeting in the record. Mail and eComment will not be read by the Clerk.

Although not required by the Open Meeting Law, in order to accommodate persons residing in populated areas substantially outside the vicinity of the commission chambers, additional public comment may be given by remote technology system on agenda items concerning Districts 1, 5, or "All Commission Districts" (as specified in the subject line of the respective agenda items as "Virtual Public Comment Eligible") from the following locations: Incline Village Library: 845 Alder Ave, Incline Village, NV 89451 and/or Gerlach Community Center: 510 Cottonwood St, Gerlach, NV 89412.

Forum Restrictions and Orderly Conduct of Business. The Board of County Commissioners carries out the business of Washoe County and its residents during its meetings. The presiding officer may order a person be removed if the person's conduct or statements disrupt the order or safety of the meeting. Warnings about disruptive conduct or comments may or may not be given prior to removal.

Responses to Public Comments. The Board of County Commissioners may only deliberate or take action on matters that have been properly labeled "for possible action" and listed on a properly noticed Agenda. While the Open Meeting law allows discussion of public comments by members of the Commission, responses to matters not listed on the agenda could become deliberation without notice to the public. To avoid this situation and to ensure the public has proper notice of all matters, members may choose not to respond to public comments, except to correct factual inaccuracies, ask for staff to provide information, or ask that the matter be listed on a future agenda for consideration.

Board of County Commissioners Meeting - July 16, 2024

Pursuant to NRS 241.020, the Agenda for the Board of County Commissioners has been posted at the following locations: Washoe County Administration Building (1001 E. 9th Street, Bldg. A), Washoe County Courthouse-Second Judicial District Court (75 Court Street), Reno City Hall - Clerk's Office (1 E. 1st Street); Sparks Justice Court (1675 East Prater Way); www.washoecounty.gov/bcc/board_committees/ and <https://notice.nv.gov>.

Although no longer required under NRS 241.020, the agenda has been physically posted at the following locations: Washoe County Courthouse-Second Judicial District Court (75 Court Street), Reno City Hall - Clerk's Office (1 E. 1st Street), Sparks Justice Court (1675 East Prater Way).

Support documentation for the items on the agenda, provided to the Washoe County Board of Commissioners, is available to members of the public at the County Manager's Office (1001 E. 9th Street, Bldg. A, 2nd Floor, Reno, Nevada) Washoe 311 (washoe311@washoecounty.gov), (775) 328-2000 and on Washoe County's website www.washoecounty.gov/bcc/.

We begin by acknowledging that we gather today on the ancestral homelands of the Wašī-šiw (Washoe), Numu (Northern Paiute), Newe (Western Shoshone), Nuwu (Southern Paiute), and Pipa Aha (Mojave), the original caretakers of the land that we now call Nevada. Washoe County, formally named after the Washoe people in 1861, continues to be a gathering place and home for Indigenous Peoples, and we recognize their rich history and deep connections to these lands. May we honor their past, present, and future stewardship by remembering that the health of the land and its people are inextricably linked.

10:00 a.m.

1. Salute to the flag.
2. Roll call.
3. Invocation - Ginger Howell
4. Public Comment. Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Commission agenda. The Commission will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the Commission as a whole. Virtual Public Comment Eligible when facilities are available.

(Note: Items listed after Public Comment will be heard on or after 11:00am. In no case will they be heard sooner than the stated time.)

5. Commissioners'/County Manager's announcements, reports and updates to include boards and commissions updates, requests for information or topics for future agendas. (No discussion among Commissioners will take place on this item.)

6. Recommendation to approve FY2025 University of Nevada, Reno Extension budget in the amount of \$2,819,570 as presented by Holly Gaztke, Area Director of UNR Extension. Manager's Office. (All Commission Districts.) FOR POSSIBLE ACTION

Attachments: Memo to Washoe County about FY2025 budget

7. Presentation and Update on FY 23/24 Fourth Quarter Status Report for the Washoe County Regional Detention Facility to include security of the jail, conditions of confinement, staffing and medical care of inmates housed at the Washoe County Sheriff's Office. Sheriff. (All Commission Districts.) FOR DISCUSSION ONLY

Attachments: BCC 7-16-24 - Sheriff -Q4 Jail Status Report
TheBridge 6.5.24
Jail Status Report FY 23-24 4th Quarter Stats only

8. Donations. (FOR POSSIBLE ACTION)

- 8.A.1. Recommendation to accept a donation of one (1) 2024 Interstate 6x14 Enclosed Trailer valued at [\$4,900] from The Washoe County Mounted Horse Unit Auxiliary to the Washoe County Sheriff's Office Mounted Horse Unit. Sheriff. (All Commission Districts.) FOR POSSIBLE ACTION

Attachments: BCC 07-16-2024 - Sheriff - Enclosed Trailer Donation
[\$4,900]
Donation Form--MHU Trailer

9. Consent Items. (FOR POSSIBLE ACTION)

eComment to be provided here. The Consent section is a single agenda item and is considered as a block. Individual items in the Consent section will not be eComment eligible. When providing eComment, please note the specific item being addressed.

- 9.A.1. Approval of minutes for the Board of County Commissioners' regular meetings of June 18, 2024, and June 25, 2024, and the special meeting of June 21, 2024. Clerk. (All Commission Districts.) FOR POSSIBLE ACTION

Attachments: 2024-06-18 W
2024-06-25 W
2024-06-21 SPECIAL W

- 9.B.1. Recommendation to approve a request from the Greater Reno Community Ice Skating Association (GRCISA) to allow the association to secure financing on the ice arena building (financing will not include Washoe County land) for Phase 2 of their project as outlined in Paragraph 21 of the executed License Agreement for Operation and Maintenance dated February 14, 2023, contingent on analysis of financing documents and conditions that may be applied by the Washoe County Bond Counsel. Community Services. (Commission District 2.) FOR POSSIBLE ACTION

Attachments: BCC 07-16-24 - Staff report - GRCISA request to finance phase
 BCC 07-16-24 - Exhibit A - GRCISA Letter to County re financing
 BCC 07-16-24 - Fully Executed O&M Agreement for Reno Ice

- 9.C.1. Request for Board of County Commissioner approval for changes made to the Washoe County Audit Committee's charter pursuant to Washoe County Code 15.545(6). Changes made to match updates to Washoe County Code. Changes include: removing the term limit for the Board of County Commissioner representative for the Audit Committee; explaining the role of the alternate member from the Board of County Commissioners; updating requirements for public members to serve; adding a provision that current Washoe County employees may not serve as public members; adding role of a vice chair; changing reviews of charter and Washoe County Code to biannual instead of periodic; adding the Chief Financial Officer as a participant; and adding professional standard that the Audit Committee complies with. Finance. (All Commission Districts.) FOR POSSIBLE ACTION

Attachments: Charter Staff Report 7-16-2024
 Audit Committee Charter Clean Copy
 Audit Committee Charter Working Copy

- 9.C.2. Recommendation to approve the reappointment of Charlene Hart pursuant to WCC Section 15.545 to fill the term beginning on July 1, 2024 and ending on June 30, 2028, for the Washoe County Audit Committee. Finance. (All Commission Districts.) FOR POSSIBLE ACTION

Attachments: BCC 7-16-24 - Staff Report - Washoe County Audit Committee Reappointment
Charlene Hart Application 2022 Redacted
Charlene Hart Resume 2022 Redacted
Charlene Hart Letter of Recommendation 2022 Redacted

- 9.C.3. Recommendation to approve the annual schedule of audits, reviews, and workplan for the Internal Audit Division, which is required to be presented to the Board of County Commissioners for their approval pursuant to Washoe County Code 15.560. Finance. (All Commission Districts.) FOR POSSIBLE ACTION

Attachments: BCC 7-16-24 Annual Audit Schedule FY25

- 9.C.4. Recommendation to acknowledge the Annual Report from the Internal Audit Division for the fiscal year ending June 30, 2024. Washoe County Code 15.569.4 requires the Internal Auditor to submit an annual report to the Board of County Commissioners each fiscal year indicating the audits completed with the findings and recommendations. Audits/reviews include the Washoe County Clerk's Office - Board Records and Minutes Division, Washoe County Library System - Title Procurement Process, Washoe County Library System - Event Programming and Expenditures, Washoe County Sheriff's Office Fees, Washoe County Sheriff's Office Bail Procedures, and Cash Control Audit (Treasurer's Office and Clerk's Office). Also required is whether the corrective actions have been taken or if the areas of concern are still outstanding. Finance. (All Commission Districts.) FOR POSSIBLE ACTION

Attachments: BCC 7-16-24 Annual Internal Audit Report FY24

- 9.C.5. Recommendation to acknowledge receipt of the completed audit for the Washoe County Sheriff's Office Fees from the Internal Audit Division. The purpose of this audit was to provide assurance that the risk and all areas of improvement are identified; provide assurance there are effective and efficient internal controls; and provide recommendations to improve the control environment. Finance. (All Commission Districts.) FOR POSSIBLE ACTION

Attachments: BCC 7-16-24 - Staff Report - Washoe County Sheriff's Office Fee Audit
BCC 7-16-24 WCSO Fee Audit Report

- 9.C.6. Recommendation to acknowledge receipt of the completed review for the Washoe County Sheriff's Office Bail Procedures from the Internal Audit Division. The purpose of this review was to provide assurance that the risk and all areas of improvement are identified; provide assurance there are effective and efficient internal controls; and provide recommendations to improve the control environment. Finance. (All Commission Districts.) FOR POSSIBLE ACTION

Attachments: BCC 7-16-24 - Staff Report - Washoe County Sheriff's Office Bail Procedures Review
BCC 7-16-24 WCSO Bail Procedures Review Report

- 9.D.1 Recommendation to approve the use of General Fund Contingency in the amount of [\$100,000] to implement a "Transparency and Open Checkbook" website which will display Washoe County's vendor payments, expenditures and other financial information to the public and; if approved, direct the Comptroller's Office to make the necessary budget appropriation transfers. [Total fiscal year 2025 impact \$100,000; net fiscal impact \$-0-] and up to \$75,000 annually for subsequent years through the annual budget process. Manager's Office. (All Commission Districts.) FOR POSSIBLE ACTION

Attachments: Staff Report 7.16.24 -Transparency Website State Joinder Contingency

End of Consent Items

10. Recommendation to: 1) approve a Non-Funded Cost Share Agreement between Washoe County and the United States Department of Agriculture, Forest Service, Humboldt-Toiyabe National Forest with an estimated Washoe County non-cash contribution of [\$215,510.00; \$209,310.00 in personnel costs and \$6,200.00 in light maintenance costs] over a 5-year period to allow Washoe County to maintain existing and future trails that cross both jurisdictions along the Sierra Front and to continue maintaining the Whites Creek, Thomas Creek Canyon, and Michael D. Thompson Trailheads; and 2) authorize the Assistant County Manager [Dave Solaro] to sign the Agreement on behalf of the County. Community Services. (Commission Districts 1 and 2.) FOR POSSIBLE ACTION

Attachments: BCC 07-16-24 - Staff Report - Cost Share Agreement -
 F5 Trail Maintenance
 BCC 07-16-24 - CS-11041700-017 Washoe County

11. Recommendation to: (1) award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Washoe County Juvenile Services Door Security Replacement Project, PWP-WA-2024-084 [staff recommends James F. Thomson, Jr. doing business as American Southwest Electric, LLC, in the amount of \$1,495,334.00]; and (2) approve a separate project contingency fund [in the amount of \$134,564.00] for the total construction cost not to exceed \$1,629,898.00. The project is located at 650 Ferrari McLeod Boulevard, Reno, Nevada, and the scope of the project is to upgrade the existing door controls, communication, and integration of the security camera systems at the Washoe County Juvenile Services Facility. Community Services. (Commission District 5.) FOR POSSIBLE ACTION

Attachments: BCC 07-16-24 - Staff Report for bid award - Juvenile
 Services
 BCC 07-16-24 - Construction Agreement - Juvenile
 Services Door Security

12. Recommendation and possible action to approve the settlement between Kroger Company and the State of Nevada in the opioid litigation (State of Nevada v. McKesson Corp. et al., Case No. A-19-796755-B (Nev. Dist. Ct., Clark County) and execution by Washoe County of the “Kroger Subdivision Participation and Release Form” pursuant to the One Nevada Agreement on Allocation of Opioid Recoveries ("One Nevada Agreement") previously agreed upon for participation in settlements (entered into on July 27, 2021).

The proposed settlement between Kroger and the State of Nevada is in an amount of \$26,718,162 before attorney’s fees are deducted and paid over a 10-year period. Pursuant to the One Nevada Agreement, Washoe County will receive an estimated annual allocation of \$100,043.47 for 10 years.

District Attorney. (All Commission Districts.) FOR POSSIBLE ACTION

Attachments: BCC 7.16.2024 - Staff Report - Kroger Settlement
 Ex 1 - Kroger Exhibit K Release Form (Subdivision
 Participation Form)
 Ex 2 - Kroger Settlement Agreement

13. Recommendation to approve budget amendments totaling an increase of [\$2,419,345] in both revenues and expenditures to the FY25 Mobile Crisis Response Team program within the Child Protective Services Fund (F228) and direct the Comptroller’s Office to make the necessary budget amendments. Human Services Agency. (All Commission Districts.) FOR POSSIBLE ACTION

Attachments: BCC 07-16-24 TMP8869 Approve Budget Amendment
 for MCRT Unit State Transfer
 328120-25-001 WCHSA MCRT NOSA

14. Discussion and direction to staff regarding potential Bill Draft Requests (BDRs) for the 83rd (2025) Session of the Nevada Legislature. The subject(s) of potential BDRs to be considered include changes to NRS Chapters 239 and 259 to clarify that certain records of a Medical Examiner/Coroner are public records and to clarify that certain records of a Medical Examiner/Coroner are confidential and are not public records, changes to NRS Chapters 239 and 293 to establish that records of voter signatures held by a County Clerk or Registrar of Voters for purposes of establishing or validating voter registration are not public records, to add to NRS Chapter 482 the requirement for the Department of Motor Vehicles, in cooperation with Washoe County to design, prepare and issue a specialty license plate for the support of programs benefiting the Truckee River, to submit a recommendation to the Legislative Committee for the Review and Oversight of the Tahoe Regional Planning Agency and the Marlette Lake Water System to amend chapter 432, Statutes of Nevada, 1999 to require the Reno-Sparks Convention Authority to grant to Washoe County a percentage of certain taxes collected from the rental of transient lodging in Incline Village and Crystal Bay to be used towards paying the costs of public transit to, from, and within the portion of the Lake Tahoe Basin located in Washoe County, and to submit a recommendation to the Legislative Committee for the Review and Oversight of the Tahoe Regional Planning Agency and the Marlette Lake Water System that they submit a BDR amending chapter 432, Statutes of Nevada, 1999 to impose a surcharge of \$4 on the per night charge for rental of transient lodging in Incline Village and Crystal bay to be distributed to Washoe County to be used towards paying the costs of public transit to, from, and within the portion of the Lake Tahoe Basin located in Washoe County. The Board may direct staff to pursue BDRs on one or more of the identified subjects or to bring back information on subjects of other BDRs that the Board identifies as being in the best interests of the County for approval at a future meeting. Manager's Office. (All Commission Districts.) FOR POSSIBLE ACTION

Attachments: BCC 07.16.2024 Manager 83rd Legislative Session Bill
Draft Requests
BDR Development Process Slide 07.16.2024
B Washoe County Submission Solicitation of
Recommendations Form 2023-24 Tahoe
Committee Existing Room Tax
Redirect DRAFT 06.18.2024
C Washoe County Submission Solicitation of
Recommendations Form 2023-24 Tahoe
Committee Public Transit
Surcharge DRAFT 07.01.2024

15. Recommendation to deobligate previously approved allocations of American Rescue Plan Act (ARPA) funds through the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) for projects that have been completed under budget, been cancelled, or no longer need the previously approved levels of funding: District Attorney's Office Court Case Backlog Personnel by \$1,516,778.46.

Recommendation to approve transfer of collected 12% indirect on salary from eligible approved projects from January 1, 2024, through June 31, 2024, totaling \$52,817.83. These include Public Defender Personnel \$27,916.10; Human Services Agency Personnel \$8,828.58; Second Judicial District Court \$4,734.54; Juvenile Services Mental Health \$4,685.64 and ARPA Admin Personnel \$6,652.97.

And, if approved, direction to the Comptroller's Office to make necessary net zero cross-fund and/or cross-functional budget appropriation transfers and unbudgeted transfers. Manager's Office. (All Commission Districts.)

FOR POSSIBLE ACTION

Attachments: BCC 7-16-24 -OCM- SLFRF Deobligation-Indirect

16. Recommendation to approve the three-year agreement and approve the payment for the Fiscal Year 2025 (July 2024-June 2025) software and support of the Palo Alto Networks for Maintenance and Support Services, in the amount of [\$558,438.74], for the Palo Alto Networks software maintenance and support. Technology Services. (All Commission Districts.) FOR POSSIBLE ACTION

Attachments: BCC 07-16-24 - Staff Report - Palo Alto.docx
 BCC 06-16-24 - Quote - Palo Alto
 BCC 07-16-24 - NASPO Contract AR3229.pdf
 BCC 07-16-24 - NASPO Contract AR3229 - State of NV
 Addendum.pdf

17. Recommendation to award Request for Proposal (RFP) No. 3226-24 for medical services - Sheriff's Office Personnel to the only bidder ARC Health and Wellness Centers, Reno, NV. in the estimated annual amount of \$396,434, (\$1,189,302 for the duration of the contract) and if approved, retroactively authorize, on behalf of the Washoe County Sheriff's Office; and authorize the Purchasing and Contracts Manager to execute a three-year agreement, July 1, 2024, through June 30, 2027, with the option to renew for two (2) additional one (1) year periods at the sole discretion of the County. Sheriff. (All Commission Districts.) FOR POSSIBLE ACTION

Attachments: BCC 7-16-2024 Sheriff - ARC Health & Wellness
 [\$1,189,302]
 ARC Health FY25-27

18. Recommendation to 1) award Request for Proposal (RFP) No. 3223-24 for inmate medical services for the Washoe County Detention Facility to the highest scoring bidder NaphCare, Inc. in the amount of [\$13,502,694.24] for year 1, and [\$14,177,828.88] for year 2 and 2) approve the use of General Fund Contingency in an amount up to but not to exceed [\$1,300,000] to increase expenditure authority within the Washoe County Sheriff's Office departmental budget for detention medical services for unbudgeted expenditures for Fiscal Year 2025 in accordance with Nevada Revised Statute (NRS) 354.598005 and; if approved, retroactively authorize the Purchasing and Contracts Manager to execute a two-year agreement, July 1, 2024, through June 30, 2026, with the option to renew for two (2) additional two (2) year periods at the sole discretion of the County and direct the Comptroller's Office to make the necessary budget appropriation transfers as needed [Total fiscal year 2025 impact up to \$1,300,000, contract is fully budgeted for FY25]. Sheriff. (All Commission Districts.) FOR POSSIBLE ACTION

Attachments: BCC 7-16-2024 Sheriff - Naphcare Medical Services
 [\$27,680,523.12]
 NaphCare Nevada LLC - Health Services Agreement

19. Introduce and conduct a first reading of an ordinance amending Washoe County Code Chapter 110 (Development Code), in Article 319, (Short Term Rentals (STRs)) by modifying various sections in order to clarify maximum occupancy limitations associated with an STR permit; limit STRs to one per parcel in the Tahoe Planning Area; prohibit new STRs in accessory dwellings in the Tahoe Planning Area; clarify when an STR permit must be relinquished; remove requirement for an outdoor fireplace permit from the Truckee Meadows Fire Protection District; allow for an updated STR permit renewal date via payment of a pro-rated renewal fee; remove the requirement for a signed notary for STR renewal applications; clarify that a new STR permit is required with each change of parcel ownership; grant a 30 day automatic grace period for renewals with a possible additional 30 day discretionary grace period that may be granted by the Director of Planning and Building; and clarify violation and revocation regulations; and by amending Washoe County Code Chapter 125 (Administrative Enforcement Code) to reduce the appeal period for STR stop activity orders from 30 days to 14 days; and all matters necessarily connected therewith and pertaining thereto.

If supported, set the public hearing for second reading and possible adoption of the Ordinance for August 20, 2024. Virtual Public Comment Eligible. Community Services. (All Commission Districts.) FOR POSSIBLE ACTION

Attachments: BCC 7-16-24 - Staff Report - 1st Reading WDCA24-0003
STRs
BCC 7-16-24 - Attachment A - Ordinance Working
Copy
BCC 7-16-24 - Attachment B - PC Resolution 24-11
BCC 7-16-24 - Attachment C - PC Staff Report
WDCA24-0003
BCC 7-16-24 - Attachment D - Public Comments
BCC 7-16-24 - Staff Presentation STR Code
Amendment

20. Introduce and conduct a first reading of an ordinance amending Washoe County Code Chapter 110 (Development Code) in Article 438 Grading Standards, Article 810 Special Use Permits, and Article 902 Definitions to update provisions related to grading. The amendments include: deleting sections in Article 438 related to Grading Fees, Definitions, Grading of Slopes, Cuts, Fills, and Phasing and Stabilization of Grading; revising existing sections in Article 438 related to Scope, Required Permits, Exempted Work, Major Grading Permit Thresholds, Major Grading Permit Application Requirements, Minor Grading Permit Thresholds, Minor Grading Permit Application Requirements, Financial Security for Grading, Unpermitted Grading, Stop Activity Orders, Notice of Violations and Enforcement, Penalties and Procedures, Grading & Retaining Walls Within Setbacks, Drainage and Terracing, Erosion Control, Grading Inspections, Notification of Completion of Work, Grading Within Floodplains, Drainage Ways and Closed Hydrologic Basins; and adding sections in Article 438 related to Grading Standards and Rockery Walls; adding a section to Article 810 related to Determinations of Substantial Conformance for Major Grading; and revising an existing section in Article 902 to add and/or revise various Definitions; and all matters necessarily connected therewith and pertaining thereto.

If supported, set the public hearing for second reading and possible adoption of the Ordinance for August 20, 2024. Community Services. (All Commission Districts.) FOR POSSIBLE ACTION

Attachments: BCC 7-16-24 - Staff Report - 1st Reading WDCA24-0001
 Grading
 BCC 7-16-24 - Attachment A - Draft Ordinance
 BCC 7-16-24 - Attachment B - PC Resolution
 BCC 7-16-24 - Attachment C - Public Comment
 BCC 7-16-24 - Attachment D - PC Staff Report
 BCC 7-16-24 - Attachment F - Clean Ordinance
 BCC 7-16-24 - Attachment E - PC Minutes
 BCC 7-16-24 - Staff Presentation WDCA24-0001

21. Discussion and possible reconsideration of June 18, 2024, approval of Commission District Special Fund disbursement for Fiscal Year 2023-2024 in the form of a [\$10,000.00] grant to the Reno Toy Run -- a nonprofit organization created for religious, charitable or educational purposes -- to support their mission of providing toys for children in need. If the board votes in favor of this item, it would result in its previous approval being rescinded and the funding would not be approved or disbursed. Manager's Office. (Commission District 2.) FOR POSSIBLE ACTION
22. Motion to reconsider decision not to canvass the recount made at Board of County Commissioners Meeting on July 9, 2024 and recommendation to declare canvass of the recount vote for the recount of the County Commission, District 4 Republican race (demanded by candidate Mark A. Lawson), and the recount of the School Board Trustee, District G At-Large race (demanded by candidate Paul D. White). Pursuant to NRS 293.387 and NAC 293.365, the Board is required to canvass the results of the recount, by which any errors within the election results are officially noted and the official results are declared. If approved, the Board shall order the Registrar of Voters to certify the abstract of the results and transmit a copy of the certified abstract to the Secretary of State. Voters. (All Commission Districts.) FOR POSSIBLE ACTION

Public Hearing. (Note: Due to public testimony and discussion, time expended on the item in this category can vary.)

(Note: Items listed under this heading only will be heard at or after 1 pm. In no case will it be heard before the stated time. Due to public testimony and discussion, time expended on the item in this category can vary.)

23. Public Hearing: Second reading and possible adoption of an Ordinance amending Washoe County Code Chapter 110 (Development Code) by modifying various sections in Division Two-Area Plan Regulations, Division Four-Development Standards, and Division Nine-General Provisions, in order to update regulations related to allowed residential uses in the Spanish Springs Planning Area, maximum height restrictions in the Sun Valley Planning Area, multifamily parking minimums, bike parking, turf requirements, common and private open space, and definitions. These updates include modifying various sections to: remove Table C-1 which modifies allowed residential uses in the Spanish Springs Planning Area; remove a subsection limiting structures in the downtown Sun Valley Planning Area to two stories in height; update minimum off-street parking space requirements for multifamily housing; update requirements for bicycle storage by removing requirements for bicycle parking spaces, by adding design standards for short and long-term bicycle storage, by adding design requirements for bicycle racks, and by removing Figure 110.410.15.2 which shows bicycle parking space dimensions; remove the requirement to provide turf areas in multifamily developments of a minimum of fifty (50) percent of the required landscaping area; modify minimum size and dimension requirements for private open space in multifamily developments; add standards for turf areas provided as common open space for multifamily developments; and add definitions for short and long-term bicycle parking; and all matters necessarily connected therewith and pertaining thereto. Community Services. (All Commission Districts.)
FOR POSSIBLE ACTION

Attachments: BCC 7-16-24 - Staff Report - 2nd Reading
 WDCA24-0002 Affordable Housing 2
 BCC 7-16-24 - Attachment A - Working Copy of
 Proposed Ordinance
 BCC 7-16-24 - Attachment B - Clean Copy of Proposed
 Ordinance
 BCC 7-16-24 - Attachment C - Planning Commission
 Resolution No. 24-10
 BCC 7-16-24 - Attachment D - Planning Commission
 Staff Report for WDCA24-0002
 BCC 7-16-24 - Attachment E - PC minutes
 BCC 7-16-24 - Attachment F - Public comment
 BCC 7-16-24 - Staff Presentation WDCA24-0002

24. Public Hearing: Second reading and possible adoption of an ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving a development agreement between Washoe County and LC Highland, LLC, for Highland Village, a residential subdivision (Tentative Subdivision Map Case No. WTM20-004).

The purpose of the development agreement is to extend the deadline for recording the first final map from November 16, 2024, to November 16, 2026, and to adopt amended conditions of approval (WAC24-0004). The project is located north of Highland Ranch Pkwy. and north of Midnight Drive in Sun Valley. The project encompasses a total of approximately 54.6 acres, and the total number of residential lots allowed by the approved tentative map is 215. The parcels are located within the Sun Valley Planning Area and Washoe County Commission District No. 5. (APN: 508-020-41 and 508-020-43).

If approved, authorize the Chair of the Board of County Commissioners to sign the Development Agreement. Community Services. (Commission District 5.) FOR POSSIBLE ACTION

Attachments: BCC 7-16-24 - Staff Report - 2nd Reading Highland Village Development Agreement
BCC 7-16-24 - Attachment A & A-1 - Working Copy of Ordinance with Proposed Development Agreement and Exhibits
BCC 7-16-24 - Attachment B - Highland Village Application
BCC 7-16-24 - Attachment C - Conditions of Approval for WTM20-004 Approved 11.16.2020
BCC 7-16-24 - Attachment D - WAC24-0004 Amended Conditions
BCC 7-16-24 - Attachment E (Attachments A & A-1) - Clean Ordinance with Proposed Development Agreement and Exhibits
BCC 7-16-24 - Applicant Presentation - Highland Village DA
BCC 7-16-24 - Staff Presentation - Highland Village DA

25. Public Hearing: Second reading and possible adoption of an ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving a development agreement between Washoe County and Mesa View Reno, LLC, for Sun Mesa, a residential subdivision (Tentative Subdivision Map Case No. TM04-001).

The purpose of the development agreement is to extend the deadline for recording the next final map from April 28, 2024, to April 28, 2025, and to adopt amended conditions of approval (WAC24-0005). The project is located along the eastern terminus of Sun Valley Drive and Rising Ridge Drive in Sun Valley. The project encompasses a total of approximately 24.89 acres, and the total number of residential lots allowed by the approved tentative map is 207 with 149 lots recorded and 58 lots remaining to be recorded. The parcel is located within the Sun Valley Planning Area and Washoe County Commission District No. 3. (APN: 504-460-03.)

If approved, authorize the Chair of the Board of County Commissioners to sign the Development Agreement. Community Services. (Commission District 3.) FOR POSSIBLE ACTION

Attachments: BCC 7-16-24 - Staff Report - 2nd Reading Sun Mesa Development Agreement
BCC 7-16-24 - Attachments A & A-1 - Working Copy of Ordinance with Proposed Development Agreement and Exhibits
BCC 7-16-24 - Attachment B - Sun Mesa Application
BCC 7-16-24 - Attachment C - Amended Conditions Approved February 1, 2022
BCC 7-16-24 - Attachment D - WAC24-0005 Amended Conditions
BCC 7-16-24 - Attachment E (Attachments A & A-1) - Clean Ordinance with Proposed Development Agreement and Exhibits
BCC 7-16-24 - Staff Presentation - Sun Mesa DA
BCC 7-16-24 - Applicant Presentation - Sun Mesa DA

26. Conduct a second reading, public hearing, and possible adoption an ordinance amending Washoe County Code Chapter 20 (Revenue and Taxation) by amending various sections to: change bidding increments from \$300 to \$500.00 for base bids in excess of \$5001.00 for sales of tax delinquent properties; require the completed winning bidder form be submitted along with payment; change the contribution to the county general fund from ten percent of the next \$2,000 of the excess proceeds to ten percent of the next \$10,000.00; change the time period in which a claimant may make a claim for excess proceeds from two years to one year; update a statutory citation; and amend sections to gender-neutral language.

If supported, adopt and enact the new ordinance by title. (No Fiscal Impact). Finance. (All Commission Districts.) FOR POSSIBLE ACTION

Attachments: Staff Report 7.16.24- Washoe County Code Chapter 20 second reading.docx
Proposed Amendments to WCC 20.docx
Clean Proposed Amendments to WCC 20.docx

27. Public hearing, second reading, and adoption of an ordinance amending Washoe County Code (WCC) Chapter 45 (Public Welfare). The Nevada Division of Welfare and Supportive Services took over all child care licensing activities for Washoe County effective July 1, 2024. The proposed ordinance will: (1) reflect that change in WCC; (2) allow for consistent statewide enforcement of NRS and NAC 432A; and (3) streamline federal reporting requirements for child care licensing activities and funding. Human Services Agency. (All Commission Districts.) FOR POSSIBLE ACTION

Attachments: BCC 07-16-24 TMP8865 HSA 2nd Reading WC Code Change Chapter 45 Child Care
Clerk Request Letter WC Code Change Chapter 45 (Child Care)
Ordinance - Chapter 45 - Clean Copy (Child Care)

End Of Scheduled Public Hearings

Board of County Commissioners Meeting - July 16, 2024

28. Public Comment. Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Commission agenda. The Commission will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the Commission as a whole.
29. Commissioners'/County Manager's announcements, reports and updates to include boards and commissions updates, requests for information or topics for future agendas. (No discussion among Commissioners will take place on this item.)

Adjournment

Board of County Commissioners Meeting - July 16, 2024

Various boards/commissions the Washoe County Commissioners may be a member of or liaison to:

Chair Hill

Community Homelessness Advisory Board
Downtown Reno Business Improvement District (alternate)
Nevada Tahoe Conservation District Board of Supervisors
Regional Transportation Commission
Reno-Sparks Convention & Visitors Authority
Tahoe Prosperity Center Board of Directors
Tahoe Regional Planning Agency Governing Board
Tahoe Transportation District Board of Directors
Tahoe Transportation Commission
Truckee Meadows Water Authority Board
Truckee North Tahoe Transportation Management Association Board
Truckee River Flood Management Authority
Washoe County Internal Audit Committee (alternate)
Washoe County Investment Committee
Washoe County Legislative Liaison
Washoe County Stadium Authority (alternate)
Western Regional Water Commission (WRWC) – TMWA Appointed

Vice-Chair Herman

Nevada Association of Counties Board of Directors (NACO)
Nevadaworks
Regional Transportation Commission (alternate)
State Land Use Planning Advisory Council (SLUPAC)
Truckee Meadows Regional Planning Agency Governing Board
Truckee Meadows Water Authority Board (alternate)
Truckee River Flood Management Authority (alternate)
Vya Conservation District (Diane Stobiecki—alternate)
Washoe County Debt Management Commission
Washoe County Internal Audit Committee
Washoe County Legislative Liaison
Washoe County School District Capital Funding Protection Committee
Washoe County School District Oversight Panel
Washoe County Stadium Authority (alternate)
Washoe Storey Conservation District
Western Nevada Development District (WNDD) (alternate)

Board of County Commissioners Meeting - July 16, 2024

Commissioner Clark

Community Homelessness Advisory Board
EDAWN (Economic Development Authority of Western Nevada) (alternate)
Nevada Association of Counties Board of Directors (NACO) (alternate)
Regional Transportation Commission (alternate)
Truckee Meadows Regional Planning Agency Governing Board
Truckee Meadows Water Authority Board (alternate)
Truckee River Flood Management Authority (alternate)
Washoe County Criminal Justice Advisory Committee
Washoe County Senior Services Advisory Board Liaison
Washoe County Stadium Authority (alternate)
Washoe Storey Conservation District (alternate)
Western Nevada Development District (WNDD)

Commissioner Garcia

Washoe County Animal Services Advisory Board
Community Homelessness Advisory Board (alternate)
District Board of Health
Downtown Reno Business Improvement District
EDAWN (Economic Development Authority of Western Nevada)
Nevada Tahoe Conservation District Board of Supervisors (alternate)
Regional Transportation Commission
Tahoe Regional Planning Agency Governing Board (alternate)
Tahoe Transportation District Board of Directors (alternate)
Tahoe Transportation Commission (alternate)
Truckee Meadows Water Authority Board (alternate)
Truckee River Flood Management Authority (alternate)
Washoe County Open Space and Regional Parks Commission (liaison)
Washoe County Stadium Authority
Western Regional Water Commission (WRWC) – TMWA Appointed

Commissioner Andriola

Nevada Association of Counties Board of Directors (NACO)
Regional Transportation Commission (alternate)
Truckee Meadows Regional Planning Agency Governing Board
Truckee Meadows Water Authority Board
Truckee River Flood Management Authority
Washoe County Investment Committee
Washoe County Senior Services Advisory Board Liaison (alternate)
Washoe County School District Capital Funding Protection Committee
Washoe County School District Oversight Panel
Washoe County Stadium Authority
Western Regional Water Commission



WASHOE COUNTY

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STAFF REPORT

BOARD MEETING DATE: *July 16, 2024*

DATE: Thursday, June 13, 2024

TO: Board of County Commissioners

FROM: Katelyn Kleidosty, Internal Audit Manager
775-830-2550, kkleidosty@washoecounty.gov

THROUGH: Abigail Yacoben, Chief Financial Officer

SUBJECT: Recommendation to approve the annual schedule of audits, reviews, and workplan for the Internal Audit Division, which is required to be presented to the Board of County Commissioners for their approval pursuant to Washoe County Code 15.560. Finance. (All Commission Districts.) **FOR POSSIBLE ACTION**

SUMMARY

Washoe County Code, Section 15.560 requires the Internal Audit Division to submit an annual schedule of audits, reviews, and workplan to the Board of County Commissioners for their approval.

Washoe County Strategic Objective supported by this item:

Fiscal Sustainability

PREVIOUS ACTION

The Board of County Commissioners approved the prior three-year schedule July 12, 2022.

The Board of County Commissioners approved the prior three-year schedule on July 18, 2023.

BACKGROUND

Washoe County Code, Section 15.560 requires the Internal Audit Division to submit a three-year audit schedule to the Board of County Commissioners for their approval.

Audits are focused on efficiency, effectiveness, and economy of processes that often impact multiple departments. These audits are generally completed in 120 to 180 days thereby making the observations and recommendations current and relevant. As a result, our goal is to assist departments' internal controls by performing more audits and by being of greater assistance to the departments regarding internal controls.

A process improvement approach and a risk assessment approach were used in selecting functions and processes for audit. The goal of these audits is to improve service delivery

AGENDA ITEM # _____

WC0097

as well as to minimize loss of County resources due to risks associated with weak internal controls.

Various risk factors are considered in selecting potential areas of review, including:

- **Inherent Risk** – risks that are intrinsic to the entity's business
- **Control Risk** – risk that a material misstatement could occur due to lack of internal controls that would have prevented or detected suspect transactions on a timely basis
- **Detection Risk** – risk that a material misstatement would not be detected even with sufficient internal controls and audit procedures

Audit risk is determined by formula. The higher the audit risk, the more often a function or entity is audited.

$$\text{Audit Risk} = \text{Inherent Risk} \times \text{Control Risk} \times \text{Detection Risk}$$

The recommended audits, reviews and workplans for the next fiscal year was reviewed and approved by the Washoe County Audit Committee during their June 13, 2024, meeting as follows:

Fiscal Year Ending 6/30/2025

Cash Control [1]
Roles and Rights SAP
Housing and Homeless Services – Shelters
Utility Fees and Billing
Department of Alternative Sentencing
Washoe County Assessor's Office
Government Affairs Assistance
Advisory Services (Upon Department Request)

[1] The cash control audit for Washoe County is ongoing and includes process and procedure audits of cash handling for four to six departments each year on a rotating basis. Recommendations for improvement and conformance with best practices will be included.

FISCAL IMPACT

Sufficient funds are included in the Internal Audit Division's budget to complete the audits scheduled.

RECOMMENDATION

Recommendation to acknowledge the annual schedule of audits, reviews, and workplan for the Internal Audit Division which is required to be presented to the Board for their approval pursuant to Washoe County Code 15.560. Finance. (All Commission Districts.)

POSSIBLE MOTION

Should the Board of County Commissioners wish to acknowledge the annual audit schedule a possible motion would be:

Move to acknowledge annual schedule of audits, reviews, and workplan for the Internal Audit Division which is required to be presented to the Board for their approval pursuant to Washoe County Code 15.560.



Audit Schedule FY2025

Current Schedule		
<u>FY ending 06/30/2024</u>	<u>FY ending 06/30/2025</u>	<u>FY ending 06/30/2026</u>
Cash Control Audit	Cash Control Audit	Cash Control Audit
Roles and Rights SAP Audit	Roles and Rights SAP Audit	Roles and Rights SAP Audit
Sheriff Fees and Bail Procedures	Donation Process	Emergency Management
Procurement Card	Access Management	Worker's Comp
Utility Billing	Hiring Procedures	ARPA Funding Review
Golf Revenue	Employee Retention	Vendor Maintenance
Court Fees Review	Background Checks	Fleet Utilization
Library Expenditures – Special	Facilities Maintenance	Sheriff Commissary Funds
Events & Title Procurement	Parks Revenue	Debt Service Fund
Process		
Clerk's Office – Board Records	Government Affairs	
and Minutes Division	Assistance	
Assist Assessor's Office with		
Audit Program		

To ensure the Internal Audit Division's audit practices remain aligned with current regulatory and industry standards, the Internal Audit Division will utilize a one-year audit schedule, as opposed to the three-year audit schedule. The shorter schedule enables the Division to be more agile and responsive to emerging risks and changes within the County and can address issues in a timely manner, providing more immediate insights and recommendations for corrective action. It allows the Division to enhance our ability to maintain high-level of oversight, improve internal controls continuously, and support the County's commitment to transparency and operational excellence. As such, the proposed schedule below includes the audits, reviews, and advisory services for fiscal year ending June 30, 2025:

<u>Proposed Schedule</u>
Cash Control Audit
Roles and Rights SAP Audit
Housing and Homeless Services – Shelters
Utility Fees and Billing
Department of Alternative Sentencing
Washoe County Assessor's Office
Government Affairs Assistance
Advisory Services (Upon Department Request)

Cash Control Audit: Four (4) – six (6) departments a year will be selected and their processes and procedures regarding cash handling will be reviewed. Recommendations for improvement and conformance with best practices will be included.

Roles and Rights SAP Audit: List of approval trees will be reviewed. Recommendations to align with internal controls will be included.



Housing and Homeless Services – Shelters: Overview of current policy and procedures will be provided through shadowing. Review a random sample of financial transactions. Recommendations for improvement and conformance with best practices will be included.

Utility Fees and Billing: Overview of current policy and procedures regarding billing. Random utility billing transactions will be reviewed to determine documentation and compliance with current policy. Overview of current fee schedules for utility. Recommendations for improvement and conformance with best practices will be included.

Department of Alternative Sentencing: Overview of current policy and procedures will be provided through shadowing. Recommendations for improvement and conformance with best practices will be included.

Washoe County Assessor's Office: Overview of current policy and procedures will be provided through shadowing. Assist the Assessor's Office to develop an audit program for their office to utilize for a personal property self-certification forms of businesses within the County. Recommendations for the program and conformance with best practices will be included.

Government Affairs Assistance: Provide assistance to the government affairs liaison in receiving and publishing fiscal notes for the Legislation Session 2025.

Advisory Services (Upon Department Request): Provide limited assistance to departments to improve the efficiency of a particular process. For example, the WCSO Civil & Records Supervisor has requested assistance to improve the public records request process.

EXHIBIT 4

EXHIBIT 4



To: Kate Thomas, Assistant County Manager

From: Katelyn Kleidosty, Internal Audit Manager
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CC: Eric Brown, County Manager
Abbe Yacoben, Chief Financial Officer
Josh Kautz, Alternative Sentencing Sergeant
Michelle Batter, Program Manager | DAS
Patricia Hurley, Director of Human Resources
Cathy Hill, Comptroller
Lori Cooke, Budget Manager

Date: April 9, 2025

Subject: Preliminary Draft: Internal Audit Review Report – Department of Alternative Sentencing

The Washoe County Audit Committee and the Board of County Commissioners (BCC) approved audit schedule, which included a review of the Department of Alternative Sentencing (DAS) to be completed during fiscal year 2025. The processes and procedures for operational efficiency and identify opportunities for improvement. The Internal Audit Division also has the obligation to make recommendations for improvements based on observations during fieldwork.

The review of DAS's processes aims to help streamline activities, eliminate any inefficiencies, and enhance overall effectiveness. The scope included a review of the processes of probation services, pretrial supervision, Sober24; and an examination of selected general ledger accounts, and related reporting and collecting procedures.

The internal auditors conducted the review by performing inquiries of staff, making observations of various processes, and reviewing relevant documentation, including policies, procedures, and transaction records. Additionally, the internal auditors analyzed data to identify trends or anomalies and evaluated the overall effectiveness of the processes. The approach was designed to ensure a thorough understanding of the operations under review and to provide actionable recommendations for improvement. The internal auditors noted the following findings below and provided recommendations based on those findings.

Findings and Recommendations for Sober24/Laboratory:

Finding: The internal auditors observed that inventory controls for chemicals and supplies are insufficiently established. Specifically, there is a lack of formal procedures for tracking and securing the chemicals and supplies, such as gloves, cups, presumptive cups, and other lab essentials. Chemicals in the fridge were not secured, which increases the risk of unauthorized access, potential misuse, and loss of inventory. Additionally, there is no documented system in place for maintaining inventory logs for gloves, cups, and presumptive cups.

1. **Recommendation:** It is recommended to restrict access to chemicals and laboratory supplies to authorized personnel only.
2. **Recommendation:** It is recommended to secure the refrigerator where the chemicals are stored by implementing a locking mechanism to which only authorized personnel have access.
3. **Recommendation:** Establish and maintain detailed inventory logs for all laboratory supplies. These logs should include gloves, cups, and presumptive cups, with regular updates to reflect usage and restocking. The logs should also be reviewed and reconciled by a person independent of the person performing the inventory regularly to ensure accuracy (i.e., the lab assistant performs the inventory, Program Manager | DAS would review and reconcile logs).

Finding: The current drug testing panel includes a wide range of substances, including several with consistently low or zero positivity rates, as well as drugs that are legal in Washoe County and Nevada. However, there is no formal process in place to regularly review and update the testing panel based on trends or relevance. This results in unnecessary testing, increased costs, and inefficiencies in the testing process without adding significant value to the DAS program's objectives.

4. **Recommendation:** Implement a regular (i.e., annual or semi-annual) review of drug testing data and consultation with the Washoe County Medical Examiner's Office to assess the positivity rates of each substance included in the panel. Use this analysis to identify substances with consistently low or no detection rates. Ensure panel optimization by reducing or eliminating drugs from the testing panel that show low or no relevance, particularly those with zero or near-zero positivity rates.
5. **Recommendation:** Conduct a cost-benefit analysis to determine the financial impact of testing for low-relevance drugs and determine if the cost is adding significant value to the program's objectives.

Finding: The urinalysis machine is currently being operated seven (7) days a week; however, a review of testing volumes and staffing patterns indicates that the machine

utilization is not being optimized. This results in underutilization of lab resources and increased operational costs, including staffing and maintenance, without a corresponding benefit in testing efficiency or turnaround time. Additionally, there is no documented analysis supporting the need for weekend operations, suggesting potential inefficiencies in current scheduling practices.

- 6. Recommendation:** Conduct a detailed analysis of testing volumes, machine usage data, and staffing patterns to quantify current utilization of the urinalysis machine across all seven (7) days.
- 7. Recommendation:** Based on the utilization analysis, reduce operational days of the laboratory from seven (7) days to five (5) days per week, concentrating testing within standard business days. Align staffing schedules to the revised lab hours to reduce labor costs while maintaining adequate coverage. It is noted that the Mindray BA-800M Chemistry and Toxicology Analyzer currently in use by the County is capable of processing up to 800 tests per hour. This high processing capacity supports the feasibility of consolidating testing volumes within the proposed five-day workweek without compromising service efficiency or turnaround times.

Finding: Current contracts and/or agreements with the courts and other agencies require the urinalysis results to be reported within a 24-hour turnaround time. However, operational review indicates that this timeline may be unnecessarily stringent, especially considering most courts and other agencies do not process results or take action on Fridays, weekends, or holidays. Maintaining a 24-hour turnaround creates increased pressure on lab operations, including staffing and scheduling inefficiencies, without providing a corresponding benefit to the courts or program outcomes.

- 8. Recommendation:** To improve efficiency and align service delivery with actual court and other agency operations, initiate a formal review of existing court contracts and/or agreements to identify opportunities to extend the required turnaround time from 24 hours to one business day. This change would maintain result availability within a reasonable timeframe while providing more operational flexibility.
- 9. Recommendation:** Collaborate with court partners to communicate the operational benefits and lack of negative impact associated with the proposed change. Emphasize the results will still be delivered promptly and within the timeline that supports court schedules and decision-making processes.

Finding: The laboratory currently operates without Standard Operating Procedures (SOPs) to guide daily operations, incident handling, and inventory management. Additionally, there's no formal mechanism in place for reporting and responding to incidents such as

missing items (i.e., lab supplies or materials), nor is there documented corrective action process to address such issues. This lack of structure increases the risk of inconsistent practices, delayed issue resolution, and reduced accountability, which can ultimately impact lab efficiency.

10. Recommendation: Create and implement comprehensive SOPs for all key laboratory functions, including sample processing, equipment usage, inventory management, and quality control protocols. Establish a formal process for reporting incidents, particularly missing or unaccounted for items such as reporting unresolved discrepancies to the Internal Audit Division.

Finding: It was identified that ancillary products used for the urinalysis machine (i.e., urine sample collection cups) are not consistently sourced through the primary chemical provider, Thermo Fisher Scientific. Best practice in laboratory operations suggests that ordering ancillary supplies from the same vendor that supplies testing chemicals can lead to cost efficiencies, compatibility assurances, and streamlined procurement processes. However, no cost analysis has been performed to evaluate the cost effectiveness of the current purchasing approach compared to sourcing directly from Thermo Fisher Scientific or other vendors.

11. Recommendation: Perform a comprehensive cost comparison (through competitive bidding) of urine sample cups and other ancillary supplies from current vendors versus Thermo Fisher Scientific. Include considerations such as unit cost, shipping fees, bulk pricing, and any available vendor discounts or bundled service agreements. Based on the results of the cost analysis, update procurement procedures to source from the most cost effective and operationally beneficial vendor. Where appropriate, consolidate orders to reduce overhead and simplify inventory management.

Finding: The current hours of operation for Sober24 exceed what can be sustained under the existing budget. Financial analysis indicates that staffing and facility costs associated with maintaining extended hours are placing significant strain on the DAS program resources. There is no documented cost-benefit analysis supporting the current schedule, and without adjustments, there is risk of budget overruns or reductions in service quality in other areas of Washoe County.

12. Recommendation: Perform a detailed analysis of staffing, facility, and overhead costs associated with current hours of operation. Compare these costs against the available budget to determine a sustainable operating schedule. Identify and propose revised hours of operation that align with budget limitations while still meeting essential service demands. Consider usage data (e.g., peak testing times, participant volume) to inform decisions. Communicate proposed changes to key

stakeholders, including court partners, probation officers, and program participants. Emphasize the financial necessity and data-driven basis for the adjustments. Provide formal written notification to the courts outlining the updated hours of operation, the rationale for the change, and assurance of continued support for court-mandated compliance.

Finding: *The current facility layout includes limited restroom availability for urinalysis collecting, which has resulted in delays and reduced testing efficiency. The site currently has two (2) public restrooms and one (1) employee bathroom, none of which are designated solely for testing. The lack of a dedicated testing restroom may hinder the ability to accommodate participant volume during peak hours with reduced staffing.*

13. Recommendation: *Reconfigure an existing restroom facility to create a dedicated testing bathroom. This can be achieved by designating one of the two public restrooms for testing and converting the other into a gender-neutral public restroom. Or, consider repurposing the employee restroom for testing and direct staff to use the upstairs employee restroom.*

Finding: *As part of efforts to reduce operational costs, a reduction in facility hours is being considered. However, the current setup limits access to the kiosk outside of regular operating hours, which may inconvenience participants and impact compliance.*

14. Recommendation: *Evaluate the costs associated with two (2) potential solutions: (a) constructing a secure vestibule to allow for controlled kiosk access during non-business hours, or (b) employing a part-time security guard to oversee extended kiosk access. Analyze participant check-in data to determine peak and off-hour usage and identify whether extended kiosk hours are necessary to support compliance and reduce congestion during limited operating hours. Based on the analysis, select the most cost-effective and operationally viable solution that ensures kiosk availability while supporting the goal of reducing overall facility hours. If a solution is implemented, monitor its effectiveness through participant feedback, usage data, and incident reports to ensure it supports compliance without introducing new risks or inefficiencies.*

Finding: *Internal auditors noted that the chemical order form is currently accessible on DAS's SharePoint site, allowing non-laboratory personnel to initiate or submit chemical orders. This lack of access control increases the risk of unauthorized or duplicate orders and budget overruns. Additionally, it may lead to inventory management issues and miscommunication between personnel.*

15. Recommendation: *Limit the authority to place chemical orders exclusively to designated laboratory personnel (i.e., the lab assistant) who are trained in proper*

handling, storage, and inventory protocols. Remove the chemical order form from the Department's SharePoint or move it to a secure, access-restricted location available only to approved lab staff. Develop and document a clear chemical ordering procedure within the SOPs, including designated roles, approval processes, and recordkeeping requirements to maintain accountability.

Finding: Inventory items intended for lab processing (i.e., chemical reagents, calibrators, controls, etc.) were observed left unsecured in a hallway accessible to all employees and program participants. This practice increases the risk of loss, tampering, or contamination of inventory and may violate protocols designed to protect the integrity of the drug testing process.

16. Recommendation: Implement procedures to ensure all inventory items are secured upon delivery. Until the lab assistant is available to properly store the items, establish a temporary secure holding area (i.e., a locked storage cabinet or restricted access room with surveillance coverage) to prevent unauthorized access.

Finding: There is no current disposal process. This creates a risk of inaccurate recordkeeping, unauthorized disposal, or potential misuse of materials. Without a second level of verification, DAS may be vulnerable to loss of inventory, compliance issues, or challenges during audits.

17. Recommendation: Establish a procedure for inventory disposal within the SOPs. Require all inventory disposals be verified and signed off by two authorized individuals (i.e., lab assistant and Program Manager | DAS). Train relevant staff on the updated disposal process, emphasizing the importance of accountability, accuracy, and compliance. Maintain a detailed log of all disposals with verification records to support traceability and facilitate periodic reconciliations.

Findings and Recommendations for DAS Officers and Case Managers:

Finding: Internal auditors noted that the Fee Assistance Program Application (FAPA) for participants is not regularly followed up on after initial approval and there is no structured process for reassessing participants' eligibility after a certain time period. This lack of periodic review increases the risk that participants may continue to benefit from fee assistance despite changes in their financial circumstances, potentially leading to misuse or inefficiencies in the allocation of resources.

18. Recommendation: Establish a procedure to follow up on the applicability of the FAPA for participants after a reasonable period (i.e., every 4 to 12 months). This should include reviewing financial circumstances and determining whether participants still meet the eligibility criteria. Additionally, create a policy requiring

participants to reapply for fee assistance at regular intervals to confirm their continued eligibility. The reapplication process should involve updated financial documentation and a review of their current situation. Implement an automated reminder system to notify participants of the reapplication requirement, ensuring timely submission of updated information. This can be done via email or phone alerts. Regularly review the criteria for fee assistance to ensure they remain aligned with the program's goals and the financial realities of participants.

Finding: *The current data entry process for pre-trial services at DAS is highly manual, requiring significant time and effort from the case managers to input participant information into the system. This increases the risk of human error, delays in processing, and overall inefficiency in the workflow. Moreover, there is a lack of utilization of technology that could automate or streamline data entry tasks, such as AI, pre-populated forms, or voice-to-text tools. This results in an avoidable administrative burden and less time available for more critical tasks.*

19. Recommendation: *Investigate and implement the use of technology solutions, such as Artificial Intelligence (AI), pre-populated forms, and voice-to-text or digital assistant tools, that could automate routine data entry tasks for pre-trial services. These tools can help reduce manual input, ensure accuracy, and speed up the data entry process.*

Finding: *It was observed that orientation hours for new participants and case management services are scheduled for 12-hour days. This extended workday schedule is being met by intermittent workers whose hours are not sustainable under the current budget constraints. The prolonged hours not only put a strain on the budget but also may lead to staff fatigue, reduced productivity, and potential burnout. Given the financial limitations, the current scheduling model is not fiscally viable in the long term.*

20. Recommendation: *Adjust the schedule for orientation and case management to a standard 8-hour workday, which aligns with typical workweek expectations and ensures better budget control. This will reduce labor costs associated with overtime and extended hours. This may involve streamlining certain processes or adjusting service delivery strategies to accommodate the change in hours. Evaluate the need for intermittent workers and determine whether additional part-time staff or reallocating current staff resources could ensure that service levels are maintained while adhering to the new hours.*

Finding: *The current process for managing ammunition inventory lacks sufficient controls, which could result in discrepancies, theft, or misuse. There are no established logs for tracking the quantity or usage of ammunition, and no system of dual verification is in place to ensure the accuracy of inventory records. This absence of oversight increases the risk of*

improper handling, loss, and the potential for unaccounted for ammunition, which could have serious security and compliance implications.

21. Recommendation: *Implement an inventory logging system for all ammunition, including detailed records of each batch, quantity, date of receipt, usage, and disposal. This log should be maintained in both digital and hard copy formats for redundancy. Introduce a dual verification procedure for ammunition inventory. This process should require two authorized personnel (i.e., a sergeant and the Program Manager | DAS) to confirm the quantity of ammunition during receipt, issuance, and disposal, ensuring greater accountability and reducing the risk of errors or unauthorized activities.*

22. Recommendation: *Conduct periodic and random inventory reconciliations to verify the accuracy of the ammunition logs and ensure that actual quantities match recorded data. These reconciliations should be documented and reviewed by management to identify any discrepancies.*

Finding: *It was observed that officers are routinely taking home County-issued vehicles, which is not Washoe County's best practices. This practice has resulted in increased costs for equipment services, maintenance, and fuel consumption. Additionally, it exposes the County to potential liability risks, including increased risk of accidents or damage while the vehicles are being used outside of official work hours. Furthermore, this situation heightens the County's exposure to workers' compensation claims should any incidents occur while the vehicles are in personal use. This practice not only increases operational costs but also raises concerns regarding risk management and compliance with established policies.*

23. Recommendation: *Develop and implement a County-wide take-home vehicle policy or update the Driver Policy to explicitly include the restriction of take-home vehicles. Ensure that all County employees or authorized users of County vehicles are informed of the policy and its implications, emphasizing the importance of compliance. Clearly define and communicate potential consequences for non-compliance with the County's vehicle usage policy. This may include disciplinary action or revocation of vehicle privileges for County employees or authorized users of County vehicles who continue to violate the policy.*

24. Recommendation: *Conduct a detailed analysis of the increased costs associated with officers taking home County vehicles, including fuel consumption, maintenance, and any associated service costs. Use this information to demonstrate the financial impact of the practice and build a case for adherence to policy.*

Finding: It was noted that officers, who do not have citation-writing authority, have been conducting traffic stops outside the scope of their official duties. This practice is inconsistent with policies, which do not authorize these officers to issue citations. Furthermore, these actions increase the risk of legal liability for Washoe County, as traffic stops outside the scope of authority could lead to procedural violations, potential civil claims, and a lack of appropriate documentation.

25. Recommendation: Immediately reinforce and clarify to all officers the boundaries of their authority regarding traffic enforcement. Clearly communicate that officers who do not have citation-writing authority should not initiate traffic stops or engage in enforcement actions beyond their assigned duties. Implement a procedure requiring officers without citation-writing authority to promptly report traffic-related incidents to dispatch. Dispatch can then route the incident to the appropriate department to handle the situation. This ensures that all traffic enforcement activities are conducted by those with proper authorization. Clearly outline potential disciplinary actions for officers who engage in unauthorized traffic stops, emphasizing the importance of adhering to department protocols and legal authority.

Finding: The internal auditors have been advised that officers may have been given permission to adjust their work hours by arriving up to one hour late and leaving up to one hour early in order to account for travel time to and from their houses, effectively being paid for this travel time. This practice constitutes a timecard discrepancy, as it involves inaccurately reporting work hours that do not reflect actual time worked. Not only is this practice prohibited under County policy, but it also exposes the County to legal and financial risks, including potential tax implications due to fringe benefits that are not accounted for or properly reported. Additionally, this increases liability for the County in the event of an audit or legal review regarding timekeeping practices.

26. Recommendation: End the practice of allowing officers to alter their work schedules to account for travel time. This is considered timecard fraud and is in violation of County policies. Immediate action should be taken to communicate to all officers that this practice is no longer permitted. Conduct mandatory training for all officers and staff on timekeeping policies, the importance of accurately reporting hours worked, and the potential legal and financial implications of timecard fraud. Ensure that staff understand that altering time records for personal benefit, including for travel time, is strictly prohibited.

Findings and Recommendations for DAS – Fiscal:

Finding: It was identified that several invoices were entered into the incorrect fiscal year. This misposting of invoices can lead to inaccurate financial reporting, misalignment of expenses and revenue, and potential issues during year-end financial audits. The incorrect recording of invoices can distort the financial statements and lead to a misrepresentation of Washoe County's financial position, which could impact budgeting and future financial planning.

27. Recommendation: Provide refresher training for fiscal staff on the importance of fiscal year cutoffs and the correct process for recording invoices. This should include specific guidance on how to handle invoices that span fiscal year-end dates. Encourage staff to work with their assigned accountant in the Comptroller's Office to ensure compliance and full understanding.

Finding: It was observed that the same individual is currently responsible for ordering and receiving, and the individual processing invoices for inventory does not receive a reconciliation of ordered and received. This lack of segregation of duties creates a potential risk for fraud, errors, or misappropriation of assets.

28. Recommendation: Ensure that the responsibilities for ordering, receiving, and processing invoices are divided among different individuals. This segregation of duties will reduce the opportunity for errors or fraudulent activity to occur without detection. For example, one person should be responsible for ordering, another for receiving and inspecting goods, and a third for processing and approving invoices.

Finding: It was discovered that a Purchase Order (PO) for fiscal year 2025 exceeded the Board of County Commissioners (BCC) approved amount of \$164,000, with the actual PO totaling \$250,000. This discrepancy indicates that the PO was issued without proper adherence to the approved budget limit. The approved amount for the PO should have included an adjustment for a 3% annual increase, as well as any other notified increases, which were not accounted for in the original amount. This overage could potentially result in budget violations and non-compliance with established procurement processes.

29. Recommendation: Conduct a thorough review of the procurement process to ensure that all future POs are within the approved budget limits and that proper adjustments (i.e., annual increases, other changes in cost) are incorporated during the approval process.

30. Recommendation: Engage in discussions with the Purchasing Division to understand the contract terms and ensure that any cost increases are properly documented and agreed upon in advance. This will help avoid situations where POs exceed the approved budget due to unapproved increases.

31. Recommendation: Ensure that any justified increases to contract values (such as the 3% annual adjustment) are properly documented and approved by the BCC. This should include clear communication between DAS and Purchasing Division regarding these increases.

Finding: It was noted that there is no formalized process in place for reconciling the amounts ordered, received, invoiced, and paid for goods and services. The lack of a reconciliation process creates the risk of discrepancies between these stages, such as overpayments, duplicate payments, unreceived goods, or incorrectly invoiced amounts. Without a reconciliation process, errors or fraud may go unnoticed, leading to financial misstatements, inefficiencies, and potential loss of resources.

32. Recommendation: Establish a formal reconciliation process that compares the ordered, received, invoiced, and paid amounts for all purchases. This should be performed on a regular basis, such as monthly or quarterly, to identify and resolve any discrepancies promptly. Additionally, establish a procedure for investigating and resolving any discrepancies that are identified during the reconciliation process. This should include clear steps for investigating issues such as overpayment, missing items, or invoicing errors, and should involve corrective actions where necessary.

Finding: It was identified that the department was forecasted to exceed its allocated budget for fiscal year 2025, marking the third consecutive year of budget overages. This ongoing trend indicates a lack of budget planning, monitoring, and cost control measures within the department. Repeated overages not only undermine fiscal discipline but also place strain on overall County resources and may impact funding availability for other essential services or programs.

33. Recommendation: Perform a comprehensive review of prior year budgets and actual expenditures to identify the key drivers of budget overruns. This analysis should include a breakdown by category (i.e., personnel, operations, supplies) to pinpoint areas of concern.

34. Recommendation: Implement internal spending controls or thresholds that require higher-level approval for non-essential expenditures, especially in areas that have historically contributed to overruns (i.e. chemical supplies, pooled positions).

35. Recommendation: To help reduce the expenses for DAS the following recommendations were discussed with the Program Manager | DAS: it is recommended to implement the following measures: realign officer schedules to minimize shift differential pay, limit the use of intermittent employees to critical tasks only, eliminate overtime unless required for participant transport to Washoe

County Jail, and cease uniform expenses given the \$250 quarterly allowance for officers. Additionally, reduce intermittent drug screener overlap from 30 minutes to 15 minutes, explore bulk purchasing opportunities with other County departments, charge full price for drug confirmations, consider closing drug testing operations one day a week while adjusting testing hours and implementing split shifts on weekends, reduce the number of female intermittent drug screeners due to low demand, and bill the STAR program for participant drug testing costs. These actions should help streamline operations, minimize unnecessary expenditures, and optimize resource utilization.

Finding: The current fee schedule is not in alignment with the actual costs incurred by Washoe County, which the County has the authority to offset per NRS 211A. This may lead to under-recovery of expenses, placing additional strain on general funds or other financial resources. Additionally, without benchmarking against comparable community programs or conducting a cost recovery analysis, the organization may be charging fees that are inconsistent with market standards or insufficient to sustain service delivery.

36. Recommendation: Perform a cost recovery analysis to determine the actual cost of providing each service. This should include direct and indirect costs such as labor, materials, equipment, overhead, and administrative support. Involve relevant stakeholders in the fee review process, including the Comptroller's Office, Budget Division, and the courts. Compare the current fee schedule with similar services offered by peer jurisdictions or community programs to ensure competitiveness and fairness. Benchmarking helps identify potential areas where fees may be under- or over-priced relative to market norms.

37. Recommendation: Based on the findings of the cost recovery and benchmarking analysis, revise the fee schedule to better reflect the true cost of service delivery. Where full cost recovery is not feasible or desirable (i.e., due to policy or equity considerations), clearly document the rationale and determine appropriate subsidization levels.

Finding: The internal audit has identified inconsistencies in the fees charged to participants across different contracts and courts. Currently, there is no standardized or centralized fee policy in place, resulting in varying fee amounts for similar services. This lack of consistency can lead to confusion among participants, perceptions of inequity, and administrative inefficiencies.

38. Recommendation: Implement a centralized, standardized fee schedule that applies uniformly to all participants, regardless of the referring court or contract. This schedule should be based on a cost analysis and approved by the Board of County Commissioners.

- 39. Recommendation:** Conduct a review of current contracts and agreements with courts and other partners to identify and address fee discrepancies. Where needed, initiate amendments to align contract terms with the standardized fee structure.

Finding: The current drug testing services have not been subject to a competitive procurement process. It has been reported that other vendors in the market have expressed interest in competing for the contract, indicating potential opportunities for improved service quality or cost savings. Without issuing a Request for Proposals (RFP), the organization may be missing out on more competitive pricing, updated technology, or enhanced service offerings. Continuing with the existing provider without market testing could also raise concerns about transparency, fairness, and procurement compliance.

- 40. Recommendation:** Work with the Purchasing Division to initiate a formal RFP for drug testing services. Establish clear, objective criteria for evaluating proposals, such as price, turnaround time, reporting capabilities, customer service, and compliance with regulatory standards. Ensure the evaluation team includes subject matter experts and procurement staff.

- 41. Recommendation:** Regardless of the outcome, establish a schedule for periodic re-competition of the contract (i.e., every 3 – 5 years) to ensure ongoing market competitiveness and accountability.

Finding: Currently, DAS does not generate an aged accounts receivable (A/R) report from the eProbation system, limiting visibility into outstanding balances, delinquent accounts, and overall receivables management. The absence of an aged A/R report hinders effective monitoring and follow-up on overdue payments, potentially impacting revenue collection and financial reporting accuracy. It is unclear whether the current system (eProbation) has the capability to produce such a report or if additional configuration is required.

- 42. Recommendation:** Collaborate with the eProbation system vendor to determine whether the platform can generate an aged A/R report. Clarify whether this functionality exists natively, requires configuration, or can be developed as a custom feature.

- 43. Recommendation:** If the feature exists, request a demonstration or technical assistance to implement and properly use the aged A/R report functionality. Ensure staff are trained on how to generate and interpret the report. If the system does not currently support aged A/R reporting, explore the feasibility, cost, and timeline for adding this functionality. Alternatively, assess the possibility of exporting data from eProbation to create aged A/R reports through external tools (i.e., Excel or a financial software system).

Finding: The current process for collecting overdue participant payments is insufficient, with no formal structure in place to follow up on delinquent accounts. As a result, outstanding balances from participants who are not paying are not being actively pursued, leading to potential revenue loss and weakened financial accountability. Additionally, past-due accounts are not being referred to the Collections Division within the Comptroller's Office, further limiting the organization's ability to recover unpaid fees.

44. Recommendation: Develop and implement a formal process for identifying, tracking, and following up with participants who have past-due balances. This should include a timeline for payment reminders, warning notices, and escalation steps for non-payment. Maintain detailed records of all collection activities, including participant contact, payment arrangements, and dates of referrals to the Collections Division. This will help ensure transparency and support follow-through.

45. Recommendation: Create a standardized procedure for referring delinquent accounts to the Collections Division of the Comptroller's Office. Establish clear criteria and timeframes (i.e., 60 or 90 days past due) for when accounts should be transferred for further collection efforts.

46. Recommendation: Clearly communicate payment expectations and potential consequences of non-payment to participants at the outset of their enrollment. Provide multiple payment options where feasible to encourage compliance.

Finding: The internal audit identified that DAS is not consistently invoicing or charging the courts for all duties performed, including when courts have agreed to cover specific costs such as participant fees or supplies (i.e., presumptive cups for District Court). This lack of billing follow-through results in missed revenue opportunities and may lead to budget shortfalls, especially when services or supplies are provided without reimbursement. Additionally, inconsistent invoicing practices can lead to confusion among departments and undermine the transparency and accountability of inter-agency financial arrangements.

47. Recommendation: Develop and implement a standardized process for invoicing courts for all agreed-upon services and supplies. This should include clear timelines, documentation requirements, and responsible staff roles.

48. Recommendation: Track outstanding invoices and follow up on unpaid balances to ensure timely collection. Include these items in the regular accounts receivable review process.

49. Recommendation: Perform regular reconciliations to ensure all services provided to the courts are properly invoiced and that revenue is accurately recorded.

Finding: Frequent daily overages and shortages in cash handling were identified during the internal audit, indicating a lack of consistency and accuracy in current cash management practices. These discrepancies raise concerns about compliance with established cash handling procedures, internal controls, and potential risk of loss or misappropriation. The volume of errors suggests that staff may not be fully trained or are not adhering to the procedures outlined by the Comptroller's Office, thereby increasing the organization's exposure to financial and audit risk.

50. Recommendation: Provide refresher training to all staff involved in cash handling. The training should cover proper cash reconciliation, documentation, security protocols, and error resolution. Ensure that each employee handling cash is aware of their individual responsibilities and is held accountable for daily reconciliations. Implement sign-off procedures for shift closings and deposits to maintain clear audit trails. Each employee should sign a form that they received training, understand and agree to the responsibilities of cash handling. These forms should be maintained in their personnel files.

Findings and Recommendations for Management:

Finding: The internal audit identified a lack of external management involvement or oversight in key operational areas. This absence of external oversight can lead to reduced accountability, insufficient independent review of decisions, and potential inefficiencies in service delivery and resource management. External management involvement often provides an objective perspective, ensuring that operations align with best practices and are compliant with Washoe County standards. Without such oversight, there is an increased risk of operational challenges going unaddressed and a decrease in organizational transparency.

51. Recommendation: Define the specific roles and expectations for external management, ensuring they are involved in key decision-making processes, regular performance reviews, and risk assessments. This should include periodic reviews of financial health, operational efficiency, and compliance with regulations. Establish formal reporting mechanisms to ensure that feedback from external management is communicated to executive leadership and the Board of County Commissioners, and action plans are developed in response to recommendations.

Finding: The internal audit identified redundancy in services being provided across multiple County divisions and departments, particularly between Pre-Trial Services (District Court Pre-Trial Services) and the STAR program (similar to HSA – Crossroads

Program). Both programs appear to overlap in their objectives, client base, and service offerings, which could lead to inefficiencies, resource duplication, and potential gaps in service delivery. These redundancies increase operational costs, complicates resource allocation, and may cause confusion for participants who interact with multiple programs for similar services.

52. Recommendation: Assess whether the goals and functions of the Pre-Trial Services and STAR program can be consolidated, streamlined, or better aligned with other County departments or divisions.

53. Recommendation: Create a unified strategy for service delivery that leverages existing resources without duplicating efforts. This could include the development of referral protocols, shared case management systems, and joint monitoring of outcomes to ensure services are provided efficiently and effectively.

Finding: The internal audit identified that the services currently offered by the DAS program may not be fully aligned with the available resources. The program appears to be providing a broad range of services without considering the capacity constraints of staff, budget, and infrastructure. This has led to overextension of resources and may result in decreased service quality, longer wait times, and unmet client needs. There is a need to critically assess which services are essential and align with the program's core mission, while scaling back non-essential or lower-priority services to ensure sustainability and effectiveness.

54. Recommendation: Perform a comprehensive review of all services offered by DAS. Assess the necessity, demand, and impact of each service, and prioritize them based on critical need, resource requirements, and alignment with program goals. Identify services that can be reduced or eliminated to better allocate resources to core services. Based on the service review, revise the program's service offerings to focus on those that are essential to its mission and provide the greatest impact. For example, prioritize services that directly contribute to detoxification, assessment, and immediate client needs, while evaluating the feasibility of offering additional services under current resource constraints.

55. Recommendation: Identify opportunities to streamline service delivery, such as reducing administrative burdens, simplifying processes, or leveraging technology to enhance efficiency. This will free up resources to focus on providing high-priority services and improve the overall client experience.

56. Recommendation: Develop guidelines to ensure that the DAS program's resources (e.g., staffing, budget, facilities) are allocated based on service priorities. This will help the program operate more efficiently and within its financial means.

57. Recommendation: *If there are services that are important but beyond the scope of DAS's current resources, consider forming partnerships with other community organizations, healthcare providers, or public agencies. These collaborations could help expand service offerings without stretching internal resources.*

58. Recommendation: *Clearly communicate any changes to service offerings to internal staff, external partners, and clients. Transparency will ensure a smooth transition and prevent confusion about service availability.*

Finding: *The internal audit identified that there is currently no established contingency plan in place to address unexpected surges in testing volume. Such surges, whether due to sudden increases in demand, new court mandates, or other unforeseen events, could overwhelm current testing capacity, resulting in increased costs, delays, or compromised service quality. The lack of a contingency plan for these scenarios increases operational risks and could potentially harm the DAS's ability to meet its service commitments.*

59. Recommendation: *Create a contingency plan that outlines procedures for managing unexpected surges in testing volume. This plan should include clear protocols for increasing testing capacity, reallocating resources, and prioritizing urgent cases.*

Findings and Recommendations – General:

Finding: *The internal audit found that there has been no formal assessment to determine whether DAS or Sober24 programs qualify for funding through opioid settlement funds. Failure to explore eligibility may result in missed funding opportunities that could offset program costs and expand services.*

60. Recommendation: *Engage with the Community Reinvestment Division to determine whether DAS and/or Sober24 meet the criteria for opioid settlement fund allocations. Gather and review current funding guidelines and application procedures.*

Finding: *The internal audit found that Washoe County's vehicle fleet is not uniformly equipped with GPS tracking, as the installation of GPS is optional and determined by individual departments. This inconsistency in GPS usage poses a risk to asset protection, as it makes it more difficult to monitor vehicle usage, track location, and prevent misuse. The lack of GPS on all vehicles may also complicate efforts to ensure proper maintenance, optimize routes, and manage fuel consumption. Moreover, it increases the risk of theft, unauthorized use, and other operational inefficiencies.*

61. Recommendation: *Require that all County vehicles be equipped with GPS tracking devices, regardless of departmental preference. This would ensure consistent monitoring of vehicle usage and location, reducing the risk of unauthorized use and enhancing security. Emphasize the role GPS plays in protecting County assets and ensuring operational efficiency.*

62. Recommendation: *Integrate GPS tracking data into the County's fleet management system to improve maintenance scheduling, fuel monitoring, and route optimization. This will help ensure vehicles are being used efficiently, reduce fuel consumption, and extend the lifespan of County assets. Ensure that the necessary budget is allocated for the installation of GPS tracking devices on all County vehicles, including any maintenance or operational costs associated with the technology.*

Finding: *The internal audit identified a lack of formalized processes for managing secondary employment among Washoe County employees. Currently, there is no requirement for employees to submit annual certifications regarding secondary employment, nor is there a consistent practice of reviewing and approving such employment for potential conflicts of interest. Without a standardized process, there is an increased risk of employees engaging in secondary employment that could pose conflicts of interest, lead to ethical violations, or interfere with their primary job responsibilities. Additionally, the absence of formal documentation and approvals could make it difficult for the County to track and address these issues effectively.*

63. Recommendation: *Require all County employees to complete and certify secondary employment forms annually. This will ensure that the County has up-to-date information on employees' outside work activities and can assess potential conflicts of interest on a regular basis. Internal Audit will provide sample secondary employment forms from other jurisdictions to ensure that the forms are comprehensive, clear, and include questions relevant to conflict of interest and compliance with County policies.*

64. Recommendation: *Designate the Human Resources (HR) department as the centralized authority responsible for reviewing and approving secondary employment forms. HR should maintain these forms in an organized system, ensuring they are easily accessible for audits or review. HR should consult with the legal department, when necessary, to assess whether secondary employment presents a conflict of interest (i.e., owning or working for a business that directly relates to the role being performed while employed for the County).*

65. Recommendation: *Implement a system for monitoring and enforcing the secondary employment policy. HR should periodically review submitted forms,*

follow up on any discrepancies, and ensure that employees are adhering to the policy. Any violations should be addressed promptly and in accordance with County policies.

66. Recommendation: *Internal Audit should conduct periodic audits of secondary employment records to ensure that the forms are being submitted, reviewed, and maintained properly. These audits will help identify any potential issues or conflicts of interest that may need to be addressed.*

Finding: *During the internal audit, it was observed that DAS is not consistently following the Record Retention Policy as outlined by the Nevada State Library, Archives, and Public Records. For example, packing slips, which should be retained for a minimum of three (3) years, were not maintained in accordance with the stipulated retention period.*

67. Recommendation: *Adhere to the record retention periods outlined by the Nevada State Library, Archives, and Public Records.*

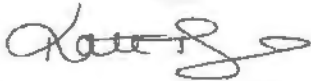
The department is requested to provide a response within 30 days to these recommendations, indicating whether each will be implemented and, if not, to provide a justification or alternative solution.

Kindly sign below to acknowledge receipt of this memorandum and return it to the Internal Audit Division.

Katelyn Kleidosty
Internal Audit Manager
kkleidosty@washoecounty.gov
(775) 830-2550

Louis Martensen
Internal Auditor
lmartensen@washoecounty.gov
(775) 997-1791

Representative from Department



Signature

Kate Thomas

Print Name

April 22, 2025

Date

EXHIBIT 5

EXHIBIT 5

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I, Patricia Hurley, declare under penalty of perjury that the following statements are true and correct:

1. I serve as the Director of Human Resources for Washoe County. In this role, I am responsible for overseeing the County's personnel policies, labor relations, and employee services. I have personal knowledge of the facts and circumstances described herein.
2. Since the resignation of the former DAS Chief in March 2025, a Department of Alternative Sentencing, Sergeant Josh Kautz, has been performing the duties typically associated with that role. In recognition of these responsibilities, Sgt. Kautz has received a 10% administrative pay adjustment consistent with Article 18 – Temporary Supervisory Pay of the Supervisory WCASOA CBA. That provision entitles employees temporarily assigned to a higher-level position for at least fifteen (15) consecutive calendar days to additional compensation when assuming full responsibility for the duties of that position.
3. In my capacity as Director of Human Resources, I was directly involved in the approval and administration of out-of-class pay for Sergeant Joshua Kautz following the resignation of Chief Roper. I am familiar with the documentation reflecting the County's initial approval of a 5% administrative pay adjustment, the subsequent increase to 10% in collaboration with the Association, and the extension of that pay through the end of 2025. These records were created and maintained in the ordinary course of business by the Department of Human Resources. True and correct copies of these records are attached hereto as Exhibits 6, 7, 8.
4. On August 27, 2025, I participated in a meeting with representatives of the Washoe County Alternative Sentencing Officers Association and the Supervisory

1 Association, along with other members of County Management. The purpose of the
2 meeting was to discuss the future of the Department of Alternative Sentencing
3 (“DAS”) in light of the findings from the County’s internal audit.

4 5. During that meeting, County Management informed the Associations that it was
5 proposing to eliminate DAS and transfer its law enforcement functions to the
6 Washoe County Sheriff’s Office.

7 6. At the meeting, County Management communicated that:

- 8 • The CBAs would remain intact;
- 9 • No changes were proposed to compensation, benefits, or classifications;
- 10 • The County’s intent was to improve efficiency without layoffs.

11 7. Following the meeting, I prepared and issued the County’s formal response to the
12 grievance filed by the Associations. In that response, I reaffirmed the County’s
13 position as stated during the August 27 meeting. Specifically, the County
14 emphasized that no employee had been transferred, separated, reclassified, or
15 otherwise impacted. I reviewed the grievance and coordinated with County
16 Management to ensure the response accurately reflected the County’s position and
17 proposals discussed during the meeting. A true and correct copy of the grievance
18 response is attached hereto as Exhibit 12.

19 8. The County’s response also included proposals to address the Associations’ concerns
20 and ensure continuity in the administration of the CBAs. These proposals included:

- 21 • Designating a manager within the Sheriff’s Office to act in the capacity of
22 “Chief” for contractual purposes, including grievance processing and
23 supervisory references;

24 //

25 //

- 1 • Offering to collaborate with the Associations on appropriate language
- 2 modifications to substitute “Chief” with “Sheriff and/or designee”
- 3 throughout the CBAs;
- 4 • under Article 37 to preserve the current contract terms while reflecting the
- 5 updated organizational structure.
- 6 9. These efforts reflect the County’s good faith commitment to maintaining the rights
- 7 and protections of Association members while improving the efficiency and
- 8 accountability of County operations.
- 9 10. As of the date of this Declaration, no member of DAS has been transferred from that
- 10 Department.
- 11 11. As of the date of this Declaration, no changes to DAS take home vehicles has
- 12 occurred.
- 13 12. In May 2025, I participated in internal discussions regarding the County’s review of
- 14 DAS’s take-home vehicle practices. The County had received guidance from the
- 15 Comptroller’s Office indicating that continued vehicle use by non-on-call employees
- 16 could create taxable fringe benefit issues under IRS regulations and expose the
- 17 County to unnecessary liability. While the County considered limiting take-home
- 18 vehicles to only those in on-call status, no such policy was implemented, and the
- 19 County elected to hold off on any changes pending further evaluation. The
- 20 Association was notified of these concerns, and the County made clear that no
- 21 immediate action would be taken.
- 22 13. I have reviewed the County’s payroll and leave records for the Department of
- 23 Alternative Sentencing from March 4, 2025, through October 14, 2025. These
- 24 records are maintained in the ordinary course of business by the Human Resources
- 25 Department and reflect all approved leave transactions for WCASOA-covered
- 26 employees during that period. The data confirms that employees continued to take
- vacation, sick, personal, and compensatory leave without disruption. The records

1 also show that Sergeant Joshua Kautz consistently approved leave requests for both
2 commissioned and civilian employees, acting in the capacity of appointing authority.
3 These approvals are documented in the County's timekeeping system and are
4 consistent with his temporary assignment to perform the duties of the DAS Chief. A
5 true and correct copy of the County's leave records is attached hereto as Exhibit 13.

6 14. I have reviewed the document titled "Vehicle Use Policy" (Policy 703) of the
7 Washoe County Department of Alternative Sentencing, dated February 8, 2025, and
8 attached hereto as Exhibit 14. Based on my knowledge and experience as the
9 Director of Human Resources for Washoe County, and my familiarity with the
10 County's personnel policies and departmental procedures, it is my understanding
11 that this document is a true and correct copy of the policy in effect during the relevant
12 time period. This policy was maintained in the ordinary course of business and
13 reflects the County's official guidelines regarding the use of department vehicles by
14 DAS personnel.

15 Dated this 20th day of November, 2025.

16 *Patricia Hurley*
17 PATRICIA HURLEY
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EXHIBIT 6

EXHIBIT 6



Special Salary Adjustment SF# 25-998

DEPARTMENT OF HUMAN RESOURCES

Date: March 3, 2025

Department: Alternative Sentencing

Division: Alt Sentencing – Admin.

Department Head/Appointing Authority: Kate Thomas

(By typing your name here, you are signing this application electronically. You agree your electronic signature is the legal equivalent of your manual signature on this form.)

Special Salary Adjustment (5%) or Out-of-Class Pay Request

Washoe County Personnel Handbook 5.123 (Salary Adjustment)

3. A 5 percent pay increment may be approved by the director of human resources for an incumbent of a classification temporarily assigned duties and responsibilities beyond those required for the classification as a whole.

WCEA Article 28 (Out-of-Class Assignments)

B. Temporary Assignments

In the event there is a temporary assignment of duties of a higher classification, the employee shall be compensated according to the following policies and procedures:

1. Pay for work in a higher classification is a short term remedy in those instances where temporary replacement is required for an incumbent of a position who is not available to perform the duties of the position or when there is a vacant position in a higher classification requiring the temporary assignment of duties prior to filling the position.

3. In order to receive pay for work in a higher classification, the nature of the assignment must be such that the employee in the lower classification becomes fully responsible for the duties of the higher classification and the assignment is for a period of at least fifteen (15) consecutive calendar days. Assignment of the employee must be to a position presently classified and allocated to the Basic Salary Schedule.

Request for: ☒ +5% Salary Adjustment* or ☐ Out-of-Class Pay*

***Note: These pays are not PERS compensable**

Approximate Assignment Dates: From: 03/03/2025 To: 09/07/25

Name: Joshua Kautz **SAP EE #:** 10658 **Position #:** 70000654

Job Class Title: Alternative Sentencing Sergeant **Job Class #:** 60017550

Bargaining Unit: WCASOA - Supervisory

Pay Grade: E18

Min. Hourly Rate: \$49.03

Max. Hourly Rate: \$63.74

Duties performed beyond the scope of the incumbent's classification: Sergeant Kautz has agreed to step in to assume the administrative duties (timecard approvals, staff assignments, etc.) with the resignation of Chief Justin Roper. Please see attached email correspondence from Kate Thomas/Patricia Hurley.



Special Salary Adjustment SF# 25-998

DEPARTMENT OF HUMAN RESOURCES

ADDITIONAL INFORMATION TO BE COMPLETED FOR OUT-OF-CLASS PAY REQUESTS ONLY:

The above named employee is taking on the full duties and responsibilities of the below "higher level position" due to the position being vacant ☐ or ☒ the incumbent being unavailable to perform the duties.

Job Class Title:

Job Class #:

Position #:

Bargaining Unit:

Pay Grade:

Min. Hourly Rate:

Max. Hourly Rate:

FOR HUMAN RESOURCES USE ONLY

Name of Reviewing Analyst: Cathie Korson Date Reviewed: 03/03/25

I ☒ approve ☐ deny the request for a ☒ +5% Salary Adjustment or ☐ % Out-of-Class Pay.

Calculation: Max. Higher Level \$ – Max. Lower Level \$ / Max. Lower Level \$ = %

Calculation: Current Salary: \$60.73 X 5% = \$63.77

- ☒ WC Personnel Handbook 5.123 #3 – +5% Salary Adj. for temporarily assigned duties/responsibilities beyond class as a whole
- ☐ WCEA Article 28B: Out-of-class pay – Fully responsible for the duties of the higher classification
 - ☐ Assignment is for at least fifteen (15) consecutive days
 - ☐ Higher level position is vacant/incumbent unavailable to perform the duties of the position

Justification / Discussion Notes: The employee is performing additional higher-level duties from the currently vacant Chief Alternative Sentencing Officer position per Kate Thomas.

HR Director or Designee Signature: *Cathie Korson*

Date: 03/03/25

**** SEND COMPLETED FORM ELECTRONICALLY (DO NOT PDF) TO YOUR ASSIGNED DEPT HR ANALYST ****

From: Hurley, Patricia
To: Koon, Cathie; Contreras, Emeralda; Madall, Stephanie
Subject: FW: DAS Contact
Date: Monday, March 3, 2025 10:05:02 AM
Attachments: image001.png
image002.png
image004.png
image005.png
image007.png
image008.png
image009.png
image010.png
image013.png
image015.png

Please see below. Can we please provide the out of class pay as well as giving him the proper SAP approvals? Thanks, Patricia



Patricia Hurley
Director | Department of Human Resources
phurley@washocounty.gov | Office: 775.328.2087 | Fax: 775.328.6119
1001 E. Ninth St., Bldg. A, Reno, NV 89512
Office Hours: Monday-Friday | 8:00am-5:00pm

From: Thomas, Kate L <KAThomas@washocounty.gov>
Sent: Monday, March 3, 2025 9:59 AM
To: Hurley, Patricia <PHurley@washocounty.gov>
Subject: FW: DAS Contact

Patricia,
I met with Sergeant Kautz this morning and he has agreed to step in to assume the administrative duties (timecard approvals, staff assignments, etc.) with the resignation of Chief Roper. Please begin whatever communication with Josh needed as well as the appropriate out-of-class pay. Thanks!



Kate Thomas
Assistant County Manager | Washoe County
kathomas@washocounty.gov | Office: 775.328.2008
1001 E. Ninth St., Bldg. A, Reno, NV 89512

From: Thomas, Kate L
Sent: Monday, March 3, 2025 9:45 AM
To: Horning, Cynda J <CHorning@washocounty.gov>; Conway, James <JLConway@washocounty.gov>; Kautz, Joshua <JKautz@washocounty.gov>
Cc: Lerud, Alicia <ALerud@washocourts.us>
Subject: DAS Contact

Good morning Cynda, Alicia and James,
I apologize for the flurry of messages this morning regarding the Department Head at the Department of Alternative Sentencing. I would like to connect you all with Sergeant Josh Kautz who will be your point of contact for DAS going forward. Sergeant Kautz is copied on this email (jkautz@washocounty.gov).
Sergeant, here are your court contacts, if you don't already have them:

Thanks all!
Kate



Kate Thomas
Assistant County Manager | Washoe County
kathomas@washocounty.gov | Office: 775.328.2008
1001 E. Ninth St., Bldg. A, Reno, NV 89512

EXHIBIT 7

EXHIBIT 7

From: Hurley, Patricia
To: Thomas, Kate L; Korson, Cathie
Subject: RE: Article 18 temporary Supervisory Pay
Date: Thursday, May 22, 2025 3:45:06 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)

6-Weeks Out-of-Class (10%) from 05/19/25 - 06/29/25; then reverts back to 5% for additional higher duties from 06/30/25 - 09/07/25.

Cat,

Based upon this, please give the 10% and set a tickler to visit in 6 weeks. Thank you, Patricia



Patricia Hurley
Director | Department of Human Resources
phurley@washoecounty.gov | Office: 775.328.2087 | Fax: 775.328.6119
1001 E. Ninth St., Bldg. A, Reno, NV 89512
Office Hours: Monday-Friday | 8:00am-5:00pm



From: Thomas, Kate L <KAThomas@washoecounty.gov>
Sent: Thursday, May 22, 2025 3:36 PM
To: Korson, Cathie <CKorson@washoecounty.gov>; Hurley, Patricia <PHurley@washoecounty.gov>
Subject: RE: Article 18 temporary Supervisory Pay

Hi Cat,

You are correct, he is not taking on the full duties of the Chief however he has taken on some additional duties that include assisting with an RFP response and developing a plan around limiting take home vehicles that I believe warrant the 10% increase. He is not interim chief – he is still Sergeant but, I support the temporary increase. Can we please revisit this in 6 weeks to see if the duties still warrant the increase as a checkpoint? Thank you!



Kate Thomas
Assistant County Manager | Washoe County
kathomas@washoecounty.gov | Office: 775.328.2008
1001 E. Ninth St., Bldg. A, Reno, NV 89512



From: Korson, Cathie <CKorson@washoecounty.gov>
Sent: Thursday, May 22, 2025 9:12 AM
To: Hurley, Patricia <PHurley@washoecounty.gov>
Cc: Thomas, Kate L <KAThomas@washoecounty.gov>; Korson, Cathie <CKorson@washoecounty.gov>
Subject: RE: Article 18 temporary Supervisory Pay

Good morning –

Initially it was indicated that Joshua Kautz (EE#10658) would only be taking on the "administrative duties" (timecard approvals, staff assignments, etc.) and not full duties/responsibilities of the Chief. That is why the 5% Special Pay for performing "additional higher-level duties" was approved and added vs. "Temporary Supervisor Pay", eff. 03/03/25.

If circumstances have changed, and he has been taking on the full responsibility for the duties of the Chief, we can certainly change the 5%. According to Article 18 – Temporary Supervisor Pay in the WCASOA Supervisory contract, he would be eligible for up to 10% above his base rate or the minimum pay of the higher classification, whichever is greater. He is currently at \$60.73 x 10% = \$66.80. The minimum hourly rate for the Chief Alternative Sentencing Officer (pay grade AM E20) is \$63.81.

Job Cls #	Object abbr.	Title	PS Area	PS Group	Level	Min hourly	Max hourly
60015927	15927	CHIEF ALTERNATIVE SENTENCING OFFICER	AM	E20	–	63.81	89.33
60016075	16075	CHIEF ALTERNATIVE SENTENCING OFFICER (PSN)	1	160		41.21	52.71

ARTICLE 18 - TEMPORARY SUPERVISOR PAY

Any employee may be temporarily assigned to serve in an acting capacity in a position allocated to a higher pay range than that in which the employee is employed.

If an employee is temporarily assigned and becomes fully responsible for the duties of such position for at least fifteen (15) consecutive calendar days, the employee shall receive compensation up to ten percent (10%) greater than the employee's base pay rate or compensation equal to the minimum pay rate of the higher level position, whichever is greater. The rate of pay for the assignment will be determined by the higher classification in which the employee is working and application of the rules of salary on promotion in the Merit Personnel Ordinance (Section 5.119). In no event shall the amount of compensation be greater than the maximum pay rate of the salary range of the higher position. The increased compensation will begin on the first day of temporary assignment and until termination of the temporary assignment, as determined by the Chief or designee.

I will change the 5% to 10% retroactive to 03/03/25, for performing the full responsibility for the duties of the Chief. Please note this pay will end approx. 6 months later on 09/07/25. It can be extended, if necessary.

Thank you.



Cathie Korson

HR Manager – Employee Services | Department of Human Resources

ckorson@washoecounty.gov | Office: 775.328.2092 | Fax: 775.328.6119

1001 E. Ninth St., Bldg. A, Reno, NV 89512

Work Schedule: 8-5; M-W (Remote), Th & F (Office)



From: Hurley, Patricia <PHurley@washoecounty.gov>

Sent: Thursday, May 22, 2025 8:13 AM

To: Korson, Cathie <CKorson@washoecounty.gov>

Cc: Thomas, Kate L <KAThomas@washoecounty.gov>

Subject: FW: Article 18 temporary Supervisory Pay

Cat,

Please see below. This is possible my mistake as I thought he only got a 5%. Can you please let me know us

know if he should be receiving the 10% per their contract? If so, can you please correct. Thank you, Patricia



Patricia Hurley

Director | Department of Human Resources

phurley@washoecounty.gov | Office: 775.328.2087 | Fax: 775.328.6119

1001 E. Ninth St., Bldg. A, Reno, NV 89512

Office Hours: Monday-Friday | 8:00am-5:00pm



From: Wickman, Mark J <MWickman@washoecounty.gov>

Sent: Thursday, May 22, 2025 7:32 AM

To: Hurley, Patricia <PHurley@washoecounty.gov>

Cc: Flickinger, Chesa L. <CFlickinger@washoecounty.gov>

Subject: Article 18 temporary Supervisory Pay

Morning Patricia, again thanks for your time today.

I understand that it was stated yesterday we currently do not have a Chief. However, I want to highlight that Sgt. Kautz has been performing the duties typically associated with that role and has received an administrative pay raise of 5%.

Per the Supervisory WCASOA contract, Article 18 – *Temporary Supervisory Pay*, any employee temporarily assigned to a higher-level position for at least fifteen (15) consecutive calendar days—and who assumes full responsibility for the duties of that position—is entitled to additional compensation. This pay adjustment is up to 10% above their base rate or the minimum pay of the higher classification, whichever is greater. The determination of the appropriate pay rate should follow the rules of salary on promotion as outlined in the Merit Personnel Ordinance (Section 5.119). The increased compensation should commence on the first day of the assignment and continue until it is officially concluded by the Chief or designee.

Given that Sgt. Kautz is covered under this contract, I want to ensure he is receiving the appropriate compensation in alignment with the contractual provisions. It's important that his efforts and temporary leadership are recognized fairly and in compliance with the agreement.

Please let me know if further clarification or action is needed.



Mark Wickman

Officer

Probation | Washoe County Dept. of Alternative Sentencing

mwickman@washoecounty.us | Office: 775-225-4777

1530 E. 6th St., Reno, NV 89512



EXHIBIT 8

EXHIBIT 8

McBride, Cole

From: Hurley, Patricia
Sent: Tuesday, October 14, 2025 9:15 AM
To: Martell, Stephanie; McBride, Cole
Subject: RE: Kautz out-of-class ended

Categories: Purple Category

Sounds great, thank you!



Patricia Hurley
Director | Department of Human Resources
phurley@washoecounty.gov | Office: 775.328.2087 | Fax: 775.328.6119
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From: Martell, Stephanie <SMartell@washoecounty.gov>
Sent: Tuesday, October 14, 2025 9:15 AM
To: Hurley, Patricia <PHurley@washoecounty.gov>; McBride, Cole <CMcBride@washoecounty.gov>
Subject: RE: Kautz out-of-class ended

Thank you! We will get the 10% added back in though the end of the year.

@McBride, Cole – I know you wanted to enter this one, lets add this to our action entry meeting tomorrow in case you have any questions.

From: Hurley, Patricia <PHurley@washoecounty.gov>
Sent: Tuesday, October 14, 2025 9:12 AM
To: Martell, Stephanie <SMartell@washoecounty.gov>
Cc: McBride, Cole <CMcBride@washoecounty.gov>; Contreras, Esmeralda <EContreras@washoecounty.gov>
Subject: FW: Kautz out-of-class ended

Please see below from Kate.



Patricia Hurley
Director | Department of Human Resources
phurley@washoecounty.gov | Office: 775.328.2087 | Fax: 775.328.6119
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From: Thomas, Kate L <KAThomas@washoecounty.gov>
Sent: Tuesday, October 14, 2025 9:06 AM
To: Hurley, Patricia <PHurley@washoecounty.gov>
Subject: RE: Kautz out-of-class ended

Whatever we have been doing is great



Kate Thomas
Assistant County Manager | Washoe County
kathomas@washoecounty.gov | Office: 775.328.2008
1001 E. Ninth St., Bldg. A, Reno, NV 89512



From: Hurley, Patricia <PHurley@washoecounty.gov>
Sent: Tuesday, October 14, 2025 9:02 AM
To: Thomas, Kate L <KAThomas@washoecounty.gov>
Subject: FW: Kautz out-of-class ended

Please see below. 5% or 10%. I was thinking 10% as it stands now but wanted to verify.



Patricia Hurley
Director | Department of Human Resources
phurley@washoecounty.gov | Office: 775.328.2087 | Fax: 775.328.6119
1001 E. Ninth St., Bldg. A, Reno, NV 89512
Office Hours: Monday-Friday | 8:00am-5:00pm



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From: Martell, Stephanie <SMartell@washoecounty.gov>
Sent: Friday, October 10, 2025 12:14 PM
To: Hurley, Patricia <PHurley@washoecounty.gov>
Cc: McBride, Cole <CMcBride@washoecounty.gov>
Subject: RE: Kautz out-of-class ended

Thank you, this will get updated on the next pay period.

Just to confirm, he should remain at the 10% out-of-class pay? There is a note in his file to revisit and confirm if it should continue at 10% or at 5%, from the initial conversation in May.

From: Hurley, Patricia <PHurley@washoecounty.gov>

Sent: Friday, October 10, 2025 12:06 PM

To: McBride, Cole <CMcBride@washoecounty.gov>; Martell, Stephanie <SMartell@washoecounty.gov>

Subject: FW: Kautz out-of-class ended

Please see below.



Patricia Hurley

Director | Department of Human Resources

phurley@washoecounty.gov | Office: 775.328.2087 | Fax: 775.328.6119

1001 E. Ninth St., Bldg. A, Reno, NV 89512

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From: Thomas, Kate L <KAThomas@washoecounty.gov>

Sent: Thursday, October 9, 2025 4:02 PM

To: Hurley, Patricia <PHurley@washoecounty.gov>

Cc: Yacoben, Abbe <AYacoben@washoecounty.gov>

Subject: RE: Kautz out-of-class ended

Please continue his increased salary until 12/31/25, thank you



Kate Thomas

Assistant County Manager | Washoe County

kathomas@washoecounty.gov | Office: 775.328.2008

1001 E. Ninth St., Bldg. A, Reno, NV 89512



From: Hurley, Patricia <PHurley@washoecounty.gov>

Sent: Thursday, October 9, 2025 3:58 PM

To: Thomas, Kate L <KAThomas@washoecounty.gov>

Cc: Yacoben, Abbe <AYacoben@washoecounty.gov>

Subject: FW: Kautz out-of-class ended

Please see below and let us know if you need it to continue. Thank you, Patricia



Patricia Hurley
Director | Department of Human Resources
phurley@washoecounty.gov | Office: 775.328.2087 | Fax: 775.328.6119
 1001 E. Ninth St., Bldg. A, Reno, NV 89512
 Office Hours: Monday-Friday | 8:00am-5:00pm



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From: Martell, Stephanie <SMartell@washoecounty.gov>
Sent: Thursday, October 9, 2025 3:12 PM
To: Hurley, Patricia <PHurley@washoecounty.gov>
Cc: McBride, Cole <CMcBride@washoecounty.gov>
Subject: Kautz out-of-class ended

Hi Patricia,

It came to my attention that Sergeant Kautz's out-of-class pay ended on 09/30/2025. His hourly rate on the 'end-date' record did not update correctly during the COLA and PERS adjustments. I have corrected his hourly rate, as needed. I just wanted you to be aware in case it is brought to your attention and to let you know that the out-of-class pay has ended.

Please let me know if you have any questions.

Best regards,



Stephanie Martell
Human Resources Specialist | Department of Human Resources
smartell@washoecounty.gov | Office: 775.328.2098
 1001 E. Ninth St., Bldg. A, Reno, NV 89512
 Work Schedule: Mon-Friday 8:00am-5:00pm



Please note: My response times may be slower than usual for the month of October. Thank you for your patience.

From: Hurley, Patricia <PHurley@washoecounty.gov>
Sent: Monday, March 3, 2025 10:05 AM
To: Korson, Cathie <CKorson@washoecounty.gov>; Contreras, Esmeralda <EContreras@washoecounty.gov>; Martell, Stephanie <SMartell@washoecounty.gov>
Subject: FW: DAS Contact

Please see below. Can we please provide the out-of-class pay as well as giving him the proper SAP approvals? Thanks, Patricia



Patricia Hurley
Director | Department of Human Resources
phurley@washoecounty.gov | Office: 775.328.2087 | Fax: 775.328.6119
1001 E. Ninth St., Bldg. A, Reno, NV 89512
Office Hours: Monday-Friday | 8:00am-5:00pm

From: Thomas, Kate L <KAThomas@washoecounty.gov>
Sent: Monday, March 3, 2025 9:59 AM
To: Hurley, Patricia <PHurley@washoecounty.gov>
Subject: FW: DAS Contact

Patricia,
I met with Sergeant Kautz this morning and he has agreed to step in to assume the administrative duties (timecard approvals, staff assignments, etc.) with the resignation of Chie Roper. Please begin whatever communication with Josh needed as well as the appropriate out-of-class pay. Thanks!



Kate Thomas
Assistant County Manager | Washoe County
kathomas@washoecounty.gov | Office: 775.328.2008
1001 E. Ninth St., Bldg. A, Reno, NV 89512

From: Thomas, Kate L
Sent: Monday, March 3, 2025 9:45 AM
To: Horning, Cynda J <CHorning@washoecounty.gov>; Conway, James <JConway@washoecounty.gov>; Kautz, Joshua <JKautz@washoecounty.gov>
Cc: Lerud, Alicia <Alicia.Lerud@washoecourts.us>
Subject: DAS Contact

Good morning Cynda, Alicia and James,
I apologize for the flurry of messages this morning regarding the Department Head at the Department of Alternative Sentencing. I would like to connect you all with Sergeant Josh Kautz who will be your point of contact for DAS going forward. Sergeant Kautz is copied on this email (jkautz@washoecounty.gov). Sergeant, here are your court contacts, if you don't already have them:



James P. Conway
Court Administrator | Reno Justice Court
Office: 775-325-6543
jconway@washoecounty.gov
1 South Sierra Street, Reno, NV 89501
www.washoecounty.gov/jrc/



Cynda Horning
Court Administrator | Sparks Justice Court
chorning@washoecounty.gov | Office: 775.353.7610
1675 E. Prater Way Ste. 107, Sparks NV 89434
<https://www.washoecounty.gov/sjc/>
Court Hours: 7:00 a.m.-5:30 p.m. Monday-Thursday

Thanks all!
Kate



Kate Thomas

Assistant County Manager | Washoe County

kathomas@washoecounty.gov | Office: 775.328.2008

1001 E. Ninth St., Bldg. A, Reno, NV 89512



EXHIBIT 9

EXHIBIT 9

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- 1 4. A key goal of the restructuring was to maintain or enhance the quality of services
2 provided to the public while minimizing disruption to employees. County
3 leadership was (and is) committed to implementing these changes without
4 significant layoffs and with full respect for the rights of employees under their
5 respective collective bargaining agreements ("CBAs").
- 6 5. On August 27, 2025, I participated in a meeting with representatives of the Washoe
7 County Alternative Sentencing Officers Association and the Supervisory
8 Association, along with other members of County Management. During this
9 meeting, we informed the Associations of the County's proposal to eliminate DAS
10 as a stand-alone department and transfer their members under the command of the
11 Washoe County Sheriff's Office.
- 12 6. At that meeting, County Management clearly communicated that the County's
13 intent was, and remains, to preserve the Associations and their CBAs. We
14 explicitly stated that there was and is no intent to change the classifications,
15 compensation, benefits, or any other rights afforded to Association members under
16 the CBAs.
- 17 7. The County's focus throughout this process has been on improving the efficiency of
18 governmental operations in accordance with the findings of the internal audit and
19 further facilitated by the resignation of the chief. The proposed restructuring is a
20 good faith effort to modernize County services, reduce duplication, and ensure that
21 public resources are used effectively and responsibly.
- 22 8. I have also reviewed and hereby authenticate the staff reports collectively attached
23 as Exhibit 10 to this declaration. These reports include the October 14, 2025, staff
24 report titled "*Chapter 11 DAS Update*" and the October 21, 2025, staff report
25 titled "*Chapter 11 – Alternative Sentencing First Reading*" and supporting presentation.
26 The documents were prepared under my direction and supervision in my capacity
as Chief Financial

Officer for Washoe County. I am familiar with their contents, and they accurately reflect the County's rationale, process, and recommendations regarding the proposed dissolution of the Department of Alternative Sentencing.

Dated this 3rd day of November, 2025.

August Cyrenien
ABBE YACOBEN

EXHIBIT 10

EXHIBIT 10



WASHOE COUNTY

Integrity Communication Service
www.washoecounty.gov

STAFF REPORT

BOARD MEETING DATE: *October 14, 2025*

DATE: October 14, 2025

TO: Board of County Commissioners

FROM: Abbe Yacoben, Chief Financial Officer, (775)325-8243
avacoben@washoecounty.gov

THROUGH: Kate Thomas, Interim County Manager

SUBJECT: Recommendation to approve a request by the Chief Financial Officer, through the Washoe County Clerk, and pursuant to Washoe County Code 2.030, to initiate amendments to the Washoe County Code by repealing Chapter 11 in its entirety to dissolve the Department of Alternative Sentencing effective January 1, 2026; and direct the County Clerk to submit the request to the District Attorney for preparation of a proposed revision in accordance with Washoe County Code 2.040. (All Commission Districts.)

SUMMARY

Chapter 11 of the Washoe County Code ("WCC") created the Department of Alternative Sentencing ("DAS") and outlines the structure and duties of the Department. WCC 2.020 and 2.030 set forth the procedures for requesting proposed code amendments, including deletions, to the Washoe County Code. The Chief Financial Officer, by and through the County Clerk, requests to initiate proceedings to start the formal process of amending the WCC by repealing Chapter 11 in its entirety to dissolve the DAS effective January 1, 2026. The purpose of repealing Chapter 11 of the WCC is to dissolve DAS to satisfy current County organizational needs, to maintain the efficiency of County operations, and to ensure that County resources are allocated in a manner that best supports public safety and fiscal sustainability. If the request is approved, the Board is asked to direct the County Clerk to submit a request to the Washoe County District Attorney ("DA") to draft the proposed ordinance, including the amendments to Chapter 11 of the WCC. When the ordinance is complete, the County Clerk will set an Introduction and First Reading.

PREVIOUS ACTION

On November 12, 1996, the Board adopted a resolution establishing an Alternative Sentencing Department for Washoe County, designating the Day Reporting Center as the Department under the authority of Nevada Revised Statutes ("NRS") Chapter 211A. The resolution set forth the appointment of the Chief, the imposition of a minimum monthly supervision fee, and provisions for waiving or reducing fees in cases of economic hardship.

AGENDA ITEM # _____

WC0147



WASHOE COUNTY

Integrity Communication Service

www.washoecounty.gov

STAFF REPORT

BOARD MEETING DATE: *October 21, 2025*

DATE: October 2, 2025

TO: Board of County Commissioners

FROM: Abbe Yacoben, Chief Financial Officer, (775)325-8243
ayacoben@washoecounty.gov

THROUGH: Kate Thomas, Interim County Manager

SUBJECT: Introduction and first reading of an ordinance amending the Washoe County Code by repealing Chapter 11 (Alternative Sentencing) and by retaining, modifying and relocating a provision authorizing the Board of County Commissioners to adopt a fee schedule for the cost of supervision of probationers and supervised releasees, and providing for imposition and waiver of those fees; and all matters necessarily connected therewith and properly relating thereto. And if supported, set a public hearing for the second reading and possible adoption of the ordinance on November 18, 2025 (All Commission Districts).

SUMMARY

This is an introduction and first reading of an ordinance repealing Washoe County Code ("WCC") Chapter 11 (Alternative Sentencing). WCC Chapter 11 created the Department of Alternative Sentencing ("DAS") and outlines the structure and duties of the Department. The Chief Financial Officer requests repeal of Chapter 11 in its entirety to dissolve the DAS, effective January 1, 2026. The purpose of dissolving DAS is to satisfy current County organizational needs, to maintain the efficiency of County operations, and to ensure that County resources are allocated in a manner that best supports public safety and fiscal sustainability. This recommendation is consistent with the County's Strategic Plan, supporting the County's objective to ensure long-term fiscal sustainability, evaluating efficiency of government operations, and aligning County operations with evolving community needs. The proposed action is designed to support the Washoe County Board of County Commissioners' ("Board") commitment to responsible stewardship of County resources while continuing to meet the needs of the justice system and community. The proposed ordinance also retains and modifies a provision which authorizes the Board to adopt a fee schedule for the cost of supervision of probationers and supervised releasees.

PREVIOUS ACTION

On November 12, 1996, the Board adopted a resolution establishing an Alternative Sentencing Department for Washoe County, designating the Day Reporting Center as the Department under the authority of Nevada Revised Statutes ("NRS") Chapter 211A. The

resolution set forth the appointment of the Chief, the imposition of a minimum monthly supervision fee, and provisions for waiving or reducing fees in cases of economic hardship.

On October 14, 2003, the Board adopted a resolution repealing the 1996 resolution establishing the Alternative Sentencing Department under the Second Judicial District Court. This action transferred the Day Reporting function to Washoe County, abolished four (4) Pre-Trial Services Officer II positions in the District Court, and created new positions within the County, including Alternative Sentencing Officer II, and Supervising Alternative Sentencing Officer. The Board also approved a Memorandum of Understanding to bridge transferring employees' benefits.

On December 20, 2005, the Board conducted a second reading and adopted Ordinance No. 1281, Bill No. 1460, which created the Department of Alternative Sentencing pursuant to authority granted to it by NRS 211A.080, established the position of Chief, authorized the hiring of assistants and other employees, and specified the duties of the Department, including the imposition of supervision fees. This action formally created DAS codified the Department's structure and operations under WCC Chapter 11, as authorized by NRS 211A.080.

At the end of FY 2023, while no formal Board action was required or taken, \$94,800.13 was transferred into the Department's budget to supplement the equipment, software subscriptions, utilities and numerous other spending categories to avoid an over expenditure of budgeted funds.

On May 28, 2024, the Board conducted a second reading, public hearing, and adopted an ordinance amending WCC 11.090 to allow the Board to adopt a fee schedule for DAS supervision services by resolution, rather than requiring a Code change. This action was initiated at the May 14, 2024 meeting, where the Board held a first reading of the proposed ordinance. The amendment was adopted following public notice and legal review.

On June 18, 2024, the Board approved use of General Fund Contingency in the amount of \$397,000 to increase expenditures for pooled drug screener wages, home monitoring services contract and other miscellaneous expenditure categories.

On May 13, 2025, the Board approved the use of General Fund Contingency in the amount of \$386,650 to increase expenditures for pooled positions and various operating expenditures needed to support DAS, in accordance with NRS 354.598005. This action was taken to address increased caseloads and anticipated budget overages for Fiscal Year 2025, and included direction to Finance to process the necessary budget appropriation transfers. The Board was informed that, due to a shortage of operating funds, DAS had implemented operational reductions, including closing operations one day per week and reducing intermittent hourly staff hours for the remainder of the fiscal year. The Board also received information that DAS would reduce the number of drugs tested based on trends and positivity rates, and that further contingency requests may be brought forward as needed.

On August 26, 2025, the Board awarded Bid No. 3276-25 for drug and alcohol testing services to AverTest, LLC dba AverHealth which allowed the Second District Judicial Court (SJDC) to utilize the services of a private company to provide drug testing services. Currently, the SJDC utilizes the services of DAS Sober 24 for drug testing. Additionally, this contract allows a joinder provision, which gives the County the option to utilize AverHealth's services.

On October 14, 2025, the Board authorized the initiation of code amendments to repeal Washoe County Code Chapter 11 (Alternative Sentencing); and all matters necessarily connected therewith and properly related thereto.

BACKGROUND

DAS was established to provide an alternative to incarceration for certain misdemeanor offenders, with the intent to enhance public safety, reduce jail overcrowding, and support the rehabilitation of individuals under court supervision. In 1996, the Board designated the Day Reporting Center as the County's Alternative Sentencing Department and subsequently formalized the Department's structure and operations through the adoption of WCC Chapter 11 in December 2005 pursuant to NRS 211A.080.

The Board enacted Chapter 11 of the Washoe County Code which created DAS and outlined the structure and duties and qualifications of Department personnel. WCC 11.020 formally creates the Department pursuant to NRS 211A.080. Section 11.030 details the appointment and qualifications of the Chief, while Section 11.040 enumerates the Chief's duties, including fiscal management, staff supervision, and annual reporting requirements. Section 11.060 outlines the Department's obligation to supervise probationers and pretrial releasees as ordered by the courts.

The core functions of DAS include supervising misdemeanor probationers and pretrial releasees, providing support services to individuals released from custody under court order, providing regular reports to the courts, and ensuring compliance with court-ordered conditions. The Department's programs have been designed to promote accountability, reduce recidivism, and facilitate access to treatment and recovery resources for justice-involved individuals. In recent years, DAS has also managed grant-funded initiatives such as the Support in Treatment, Accountability, and Recovery (STAR) program, which offers wrap-around services for individuals with substance use disorders.

Operational reviews and internal audits have identified many issues within the Department, including the need for improved fiscal controls, streamlined service delivery, and better alignment of resources with program priorities. The presence of overlapping functions with other County divisions and external agencies has prompted discussions about the most efficient and effective means of delivering court-ordered supervision and related services. As opportunities for increased efficiency arise, new optimized service delivery plans are proposed to the Board for consideration and approval.

The Washoe County Strategic Plan emphasizes fiscal sustainability, effective stewardship of public resources, and the alignment of County operations with evolving community

needs. The plan calls for regular evaluation of County programs and services to ensure they are meeting intended objectives and are financially sustainable over the long term. The proposed repeal of Chapter 11 and elimination of the DAS is consistent with these strategic priorities, as it seeks to streamline County operations, improve government efficiency, reduce redundancy, and ensure that resources are allocated in a manner that best supports public safety and community well-being.

The recommendation to introduce and conduct a first reading of an ordinance repealing WCC Chapter 11 is the next step in the formal process to dissolve DAS, effective January 1, 2026. The recommendation to repeal code provisions for the purpose of dissolving DAS is grounded in legal authority and the County's commitment to responsible governance. Staff is continuing proactive coordination with judicial partners and other stakeholders to ensure continuity of essential services and compliance with all applicable legal requirements and community expectations. Further, the ordinance retains authority currently included in WCC Chapter 11 for the Board to adopt a fee schedule for the cost of supervision of probationers and supervised releasees, by moving that authority to WCC Chapter 50; and provides that the authority to waive such fees will now reside with the Sheriff or the Sheriff's designee rather than the Chief of the DAS.

FISCAL IMPACT

There is no fiscal impact to introduce and conduct a first reading of amendments to the Washoe County Code. The dissolution of DAS will impact the County's broader financial strategy, particularly with respect to the allocation of resources for court-ordered supervision, drug and alcohol testing, and related public safety programs.

RECOMMENDATION

Recommendation to introduce and conduct a first reading of an ordinance amending the Washoe County Code by repealing Chapter 11 (Alternative Sentencing) and by retaining, modifying and relocating a provision authorizing the Board of County Commissioners to adopt a fee schedule for the cost of supervision of probationers and supervised releasees, and providing for imposition and waiver of those fees; and all matters necessarily connected therewith and properly relating thereto. And if supported, set a public hearing for the second reading and possible adoption of the ordinance on November 18, 2025 (All Commission Districts).

POSSIBLE MOTION

Any member of the Board may introduce and conduct the first reading of the proposed ordinance. However, possible motion would be:

"Move to introduce and conduct a first reading of Bill Number [insert bill number as provided by the County Clerk]; and set a public hearing for the second reading and possible adoption of the ordinance on November 18, 2025."

Attachments:

Working Copy of Proposed Ordinance

On October 14, 2003, the Board adopted a resolution repealing the 1996 resolution establishing the Alternative Sentencing Department under the Second Judicial District Court. This action transferred the Day Reporting function to Washoe County, abolished four (4) Pre-Trial Services Officer II positions in the District Court, and created new positions within the County, including Alternative Sentencing Officer II, and Supervising Alternative Sentencing Officer. The Board also approved a Memorandum of Understanding to bridge transferring employees' benefits.

On December 20, 2005, the Board conducted a second reading and adopted Ordinance No. 1281, Bill No. 1460, which created the Department of Alternative Sentencing pursuant to authority granted to it by NRS 211A.080, established the position of Chief, authorized the hiring of assistants and other employees, and specified the duties of the Department, including the imposition of supervision fees. This action formally created DAS codified the Department's structure and operations under WCC Chapter 11, as authorized by NRS 211A.080.

BACKGROUND

DAS was established to provide an alternative to incarceration for certain misdemeanor offenders, with the intent to enhance public safety, reduce jail overcrowding, and support the rehabilitation of individuals under court supervision. In 1996, the Board designated the Day Reporting Center as the County's Alternative Sentencing Department and subsequently formalized the Department's structure and operations through the adoption of WCC Chapter 11 in December 2005 pursuant to NRS 211A.080.

The Board enacted Chapter 11 of the Washoe County Code which created DAS and outlined the structure and duties and qualifications of Department personnel. WCC 11.020 formally creates the Department pursuant to NRS 211A.080. Section 11.030 details the appointment and qualifications of the Chief, while Section 11.040 enumerates the Chief's duties, including fiscal management, staff supervision, and annual reporting requirements. Section 11.060 outlines the Department's obligation to supervise probationers and pretrial releasees as ordered by the courts.

The Washoe County Strategic Plan emphasizes fiscal sustainability, effective stewardship of public resources, and the alignment of County operations with evolving community needs. Operational reviews and internal audits have identified many issues within the Department, including the need for improved fiscal controls, streamlined service delivery, and better alignment of resources with program priorities. The presence of overlapping functions with other County divisions and external agencies has prompted discussions about the most efficient and effective means of delivering court-ordered supervision and related services. As opportunities for increased efficiency arise, new optimized service delivery plans are proposed to the Board for consideration and approval.

The proposed repeal of Chapter 11 and elimination of the DAS is consistent with the County's strategic priorities, as it seeks to streamline operations, improve government efficiency, reduce redundancy, and ensure that resources are allocated in a manner that best supports public safety and community well-being.

WCC 2.030 and 2.040 establish the procedures for initiating, amending, or repealing county ordinances, including the requirement for Board approval and public notice prior to the adoption or repeal of any chapter of County Code.

The recommendation to initiate proceedings to repeal WCC Chapter 11 is the first step in the formal process to dissolve DAS effective January 1, 2025. The recommendation to repeal code provisions for the purpose of dissolving DAS is grounded in legal authority and the County's commitment to responsible governance. Staff is performing proactive coordination with judicial partners and other stakeholders to ensure continuity of essential services and compliance with all applicable legal requirements and community expectations.

FISCAL IMPACT

There is no fiscal impact to request initiation of proceedings to repeal provisions in the Washoe County Code.

RECOMMENDATION

Recommendation to approve a request by the Chief Financial Officer, through the Washoe County Clerk, and pursuant to Washoe County Code 2.030, to initiate amendments to the Washoe County Code by repealing Chapter 11 in its entirety to dissolve the Department of Alternative Sentencing effective January 1, 2026; and direct the County Clerk to submit the request to the District Attorney for preparation of a proposed ordinance in accordance with Washoe County Code 2.040. (All Commission Districts.)

POSSIBLE MOTION

Should the Board agree with the staff's recommendation, a possible motion would be:

"Move to approve the recommendation by the Chief Financial Officer, through the Washoe County Clerk, and pursuant to Washoe County Code 2.030, to initiate amendments to the Washoe County Code by repealing Chapter 11 in its entirety to dissolve the Department of Alternative Sentencing effective January 1, 2026; and direct the County Clerk to submit the request to the District Attorney for preparation of a proposed ordinance in accordance with Washoe County Code 2.040."

Board of County Commissioners



Repealing WCC Chapter 11

First Reading October 21, 2025

Proposed Second Reading November 18, 2025

WC0154



Agenda – Repeal Chapter 11 of Washoe County Code

- How did we get here?
- What is our goal?
- What are the proposed changes?
- What are the known savings?
- Next steps



How did we get here?

- Consistently looking for efficiencies
 - Departure of the Chief
 - Can we enhance the customer experience?
 - Can we create efficiencies by working inter-departmentally?
- Small departments often lack administrative support
 - Finance/budget monitoring
 - Cash handling
 - Inventory control
 - Human resources
 - Policy development and compliance
- Three years of budget overages
 - Ranging from \$95,000 to nearly \$400,000
- Internal Audit report containing more than 60 findings



What is our goal? Maintain or enhance service levels

- Offer more consistency/streamlining to our customers
 - Less transfers to other offices/services
 - New "Warm Hand Off" team for pretrial customers at the detention center
 - Sequential Intercept Model
- Drug Testing
 - Trauma-informed trained staff
 - Nationwide experience
 - Less confusion/all customers going to the same place
 - Reduction of County risk/liability
- Continue the critical STAR housing program
- Allow employees to work in larger groups
 - Enhanced training opportunities
 - More opportunities for growth and development
- Minor budgetary savings
 - Focus on cost avoidance and enhanced compliance



What are the proposed operational changes? (4 Areas of Operation)

- **Drug Testing** (5 Positions – 1 Program Manager to HSA/1 Lab Assistant/3 Screeners)
 - SJDC conducted an RFP
 - County departments and others are joining
- **Pretrial Services** (4 Positions – 4 Caseworkers to SJDC)
 - All provided under SJDC for reporting and consistency
 - Services are conducted across different courts based upon need/type of case
- **Post-Sentence Monitoring** (7 Positions to Sheriff's Office - 2 Sergeants/5 Officers)
 - Sworn officers moving to the Sheriff's Office – Detention Services Unit
 - Continue to collaborate with caseworkers on the post-sentence monitoring
 - Justice Courts receiving additional caseworker support (1 reclass/1 new position)
- **STAR Housing Program** (4 Positions - 1 Grants Coordinator/1 Case Manager/1 Officer/1 Counselor)
 - Staffing funding was eliminated (unrelated to these proposed Code changes)
 - Operations to move to Human Services Agency, Manager's Office and Sheriff's Office
 - Services to continue even after funding is eliminated



What are the known proposed savings?

	FY2026 Savings	FY2027 Savings
Chief Salary and Benefits FY2027 chief salary is lower than FY2026 as the position was filled when staff proposed the FY2026 budget and has reset to the entry level of the salary scale for FY2027.	\$307,794	\$202,834
Building Lease The building lease will be terminated but the County is required to give 180 days' notice. That only allows two months of savings (May and June, 2026).	Approx. \$20,000	\$121,659
Utilities and Janitorial	Approx. \$10,000	Approx. \$50,000

Three consecutive years of budget overages between \$95,000 and nearly \$400,000

Cost Avoidance - No new administrative support needed



What is happening now and next steps?

- **Preparing for January 1, 2026 transition**
 - Working with DAS, Sheriff's Office, Courts and HSA
 - Discussing operational models
 - Welcoming the employees to their new departments/teams
 - Gaining input from employees in all impacted departments/teams
 - Frequent meetings, tours/field tours, brainstorming
 - Data exchange to ensure a smooth transition
- **Drug testing is transitioning to AverHealth**
 - SJDC in November
 - Departments and entities are joining now for December
 - Monitoring the performance of the new vendor to ensure quality service



What is happening now and next steps?

- First reading today (October 21)
- Second reading (November 18)
- Terminate building lease (November 19)
- Joinder with AverHealth (by December 1)
 - Sparks Justice Court
 - Juvenile Services
 - Second Judicial District Court
 - Human Services Agency
- Position/Budget Changes – (December 16)
 - Staff report with budgetary and staffing changes
- Late-December through December 31
 - Transition employees
 - Refine operations
- Meet often with stakeholders
 - 30, 60 days for the first year and ongoing

Thank you & Questions?



WC0162

EXHIBIT 11

EXHIBIT 11

DREHER LAW

Labor Advocacy

PLEASE CONFIRM RECEIPT

September 3, 2025

via email

Patricia Hurley,
Human Resources Director
Washoe County
1001 E. Ninth Street
Reno, NV 89512

RE: Washoe County Alternative Sentencing Officers Association, (WCASOA), supervisory and non-supervisory units, on behalf of all members, is filing this grievance in accordance with Article 31 of both the supervisory and non-supervisory collective bargaining agreements ("CBA"), for violations of Articles 2, 5, 6, 9, 10, 13, 15, 16, 18, 20, 22, 23, 27, 30, 31, 32, 37, 38, of the current CBAs, Nevada Revised Statutes Chapter 288 and Chapter 289, violations of other possible policies and procedures and articles of the CBA.

Dear Patricia,

In accordance with Article 31 of the supervisory and non-supervisory CBAs (collectively "CBA"), this grievance is being filed on behalf of all members of the WCASOA supervisory and non-supervisory units. While Article 31 requires the grievance to be filed with the Chief, the County has unilaterally removed the Chief from the Department of Alternative Sentencing ("DAS") and the CBA, denying the WCASOA the opportunity to comply with the CBA. At a meeting on September 3, 2025, you stated that the County would waive the first grievance step, therefore the grievance is being directly filed to you as provided for in Article 31(II), Step 2. The WCASOA submits that the County's statement that it is dissolving the DAS and unilaterally changing the terms and conditions of the CBAs violates Articles 2, 5, 6, 9, 10, 13, 15, 16, 18, 20, 22, 23, 27, 30, 31, 32, 37, 38 of the current CBAs. In addition, these unilateral actions by the County violate Nevada Revised Statutes Chapter 288 and Chapter 289, other possible policies and procedures and articles of the CBA and is also a unilateral change to mandatory topics of bargaining, constituting prohibited practices. See Charles Jenkins: Las Vegas Police Managers and Supervisors Association vs. Las Vegas Metropolitan Police Department, EMRB Item #775A, Case No. A1-046020 (1/24/12); NRS 288.150(2); NRS 289.057.

On August 27, 2025, you met with WCASOA representatives and advised them that the County was unilaterally transferring all WCASOA members to the Washoe County Sheriff's Office, that the Chief position would no longer exist, and that the DAS would no longer exist. Previously, the WCASOA had advised the County that any such move would violate the CBAs as well as the established legal authorities. The County refused to work with the WCASOA to determine if there was a viable solution, and instead unilaterally changed the terms and conditions of Articles 2, 5, 6, 9, 10, 13, 15, 16, 18, 20, 22, 23, 27, 30, 31, 32, 37, 38 of the CBAs. These unilateral changes violate the CBAs and are prohibited practices.

The County's unilateral actions violate NRS Chapter 288, as incorporated by Article 2, that requires that all mandatory topics of bargaining be negotiated between the parties. A unilateral change

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to these topics of bargaining is a *per se* prohibited practice. Charles Jenkins, EMRB Item #775A, Case No. A1-046020 (1/24/12); NRS 288.150(2). Moreover, NRS 289.057, as incorporated by Article 27, mandates that discipline may only be imposed by the law enforcement agency that is in charge of the law enforcement officers. In this case, NRS 211A mandates that these officers be in a law enforcement agency known as the DAS, and they be appointed and supervised by a chief. The County's unilateral changes to the DAS have changed the discipline/discharge functions of the CBA and NRS 289, a clear violation of the CBAs.

Further, Article 2 requires that the CBA be in accordance with NRS Chapter 288 and any proposed classification changes be negotiated. NRS Chapter 288.150(2) also requires the County to negotiate the items listed therein, which the County has failed to do in making this unilateral change. Under Article 5(A), the County is mandated to deal with the WCASOA on all matters covered by the CBAs, which the County has blatantly failed to do.

Moreover, the County's actions to dissolve DAS and violate the CBA by unilaterally changing the CBA was done as punishment for the former Chief's actions. This violates Article 6(A,C) as well as NRS 289.057-NRS 289.120, and NRS 288.270(1)(a-f).

The County has equally violated Articles 9 and 10 by unilaterally changing sick, vacation and leave benefits. Also, Article 13, 15, 16, 18, 20, 22 and 23 have been violated by the County's action to unilaterally remove salary and/or wage benefits from the WCASOA members. The County has also violated Article 30, 31 and 32 by unilaterally changing discipline/discharge procedures. Furthermore, the County's unilateral actions violate Articles 37 and 38 as these actions violate the plain and unambiguous language of the CBAs and changes the manner and method for classifying members in the WCASOA.

The County's representatives have committed violations of Articles 2, 5, 6, 9, 10, 13, 15, 16, 18, 20, 22, 23, 27, 30, 31, 32, 37, 38 of the current CBAs, Nevada Revised Statutes Chapter 288 and Chapter 289, violations of other possible policies and procedures and articles of the CBA.

Remedy:

Immediately cease violating the current collective bargaining agreement and policies and procedures;

Immediately cease violating the WCASOA members' rights under NRS 288;

Immediately cease violating the WCASOA members' rights under NRS 289;

Immediately cease all unilateral changes to the CBAs;

Immediately cease violating NRS;

Immediately cease all actions to dissolve the Department of Alternative Sentencing and the transfer of the WCASOA members under the Washoe County Sheriff's Office; and

Any other remedy deemed just and equitable for the violations committed herein.

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Conclusion:

Given that you have already made it quite clear that you are making these unilateral moves despite the plain and unambiguous CBA language, case law and statutes prohibiting this, the WCASOA does not expect that you will alter your decision at this level. However, the CBAs require we provide you with seven (7) days to provide a response, thus, a response is due by no later than September 10, 2025. Please feel free to contact me at 775-846-9804 should you have any questions or if you would like to discuss this matter further.

Sincerely,



Ronald J. Dreher

CC: WCASOA membership
Brandon Price

EXHIBIT 12

EXHIBIT 12



Delivered via E-Mail

September 10, 2025

Ronald J. Dreher, Esq.

Dreher Law – Labor Advocacy

P.O. Box 6494

Reno, NV 89513

Re: Response to Level II Grievance – WCASOA (Department of Alternative Sentencing Transition)

Dear Mr. Dreher,

This shall serve as Washoe County's Step 2 response to the grievance filed by the Washoe County Alternative Sentencing Officers Association (WCASOA), supervisory and non-supervisory units, dated September 3, 2025.

After careful review of the grievance, the applicable collective bargaining agreements (CBAs), Nevada Revised Statutes (NRS) Chapters 211A, 288, and 289, and relevant County policies, the County responds as follows:

The Grievance is Premature

Case law and applicable regulations establish that grievances filed prematurely or preemptively, before management has acted are unripe for adjudication. This principle is rooted in the ripeness doctrine, which ensures that tribunals avoid entangling themselves in abstract disagreements or hypothetical disputes. Nevada state courts and federal courts have consistently applied this doctrine to labor disputes, including union grievances, emphasizing the need for a concrete and immediate controversy before intervention. Under Nevada law, a grievance must present a ripe dispute between interested and adverse parties, with the moving party's interest being legally recognized. The Supreme Court of Nevada has clarified that a "justiciable controversy" requires a ripe dispute, meaning the issues must be definite and concrete rather than hypothetical or abstract. See *Cote H. v. Eighth Jud. Dist. Ct. ex rel. Cnty. of Clark*, 124 Nev. 36, 38 n. 1, 175 P.3d 906, 907 n. 1 (2008) ("A case is ripe for review when 'the degree to which the harm alleged by the party seeking review is sufficiently concrete, rather than remote or hypothetical, [and] yield[s] a justiciable controversy.'").

This principle is codified in the Local Government Employee-Management Relations Act, which governs the EMRB's jurisdiction over labor disputes. See *UMC Physicians'*



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Bargaining Unit of Nevada Service Employees Union v. Nevada Service Employees Union/SEIU Local 1107, AFL-CIO, 124 Nev. 84 (2008).

The ripeness doctrine requires that a dispute be definite and concrete, rather than hypothetical or abstract, before it can be adjudicated. Courts evaluate ripeness based on two factors: (1) the fitness of the issues for decision and (2) the hardship to the parties of withholding court consideration. A claim is not ripe if it depends on contingent future events that may not occur as anticipated or may not occur at all. Addington v. U.S. Airline Pilots Ass'n, 606 F.3d 1174 (2010). The court emphasized that withholding consideration did not impose a direct and immediate hardship on the plaintiffs, as the alleged harm was not sufficiently concrete. Addington v. U.S. Airline Pilots Ass'n, 606 F.3d 1174 (2010). Nevada regulations similarly require that grievances be filed within specific timeframes after the event leading to the grievance or after the employee learns of the event. For example, NAC 284.678 mandates that grievances must be submitted in writing within 20 working days of the event or knowledge of the event, and parties are encouraged to resolve grievances through informal discussions during this period. The CBA(s) mirror these requirements in NAC 284.678. No action has been taken at this time to include reclassification or wage changes. Filing a grievance before the event occurs or before its impact is known violates these procedural requirements (NAC 284.678).

The issues raised in the Associations' grievance are not ripe for review and are therefore not subject to the grievance procedures of the collective bargaining agreement, including arbitration. On August 27, 2025, the County met with the Association, as a courtesy, to discuss its plan to dissolve the Department of Alternative (DAS) sentencing for purposes of maintaining government efficiency and other legitimate reasons. The County communicated its plan to transfer employees within the Associations' bargaining units to the Washoe County Sheriff's Office in the event the DAS is dissolved. The County informed the Association that union would not be impacted by the plan, and that the employees within the bargaining units would keep their same job classifications and perform their same job duties. The County has not yet taken any final action with respect to the discussed plan to dissolve DAS or the organizational realignment of bargaining unit members. The dissolution of DAS requires a vote from the Board of County Commissioners in an open meeting and that has not occurred. To date, the discussions between the parties have been focused on outlining organizational adjustments. There has been no change whatsoever to the existing bargaining unit members' conditions of employment. No employee has been transferred, separated, reclassified, or otherwise impacted. Importantly, there has been no change to the members' position classification or wages, and there currently is no intent for there to be a change in classification or wages. (See Article 2).



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The issues raised in the grievance are not ripe for review because there has been no articulable hardship to the Association members. There has not been a change to any of the terms of the CBA.

Without waiving this argument, in the interest of maintaining open communication with WCASOA and avoiding unnecessary disputes, the County will address the Association's stated concerns below.

Management Rights and Operational Efficiencies

Pursuant to Article 4 of the CBAs (specifically section d, e and f), the County has the right to manage and operate its departments in an efficient and effective manner to serve the public interest. Specifically, under Article 4, the County has the right to:

- (d) Maintain the efficiency of its governmental operations;
- (e) Determine the quality and quantity of services to be offered to the public and the methods, means and personnel by which those services are to be offered;
- (f) Determine appropriate staffing levels and work performance standards, except for employee safety considerations;

This includes the ability to make organizational and structural changes when necessary to improve service delivery, optimize resource utilization, and ensure accountability. The proposed course of action to dissolve the Department of Alternative Sentencing (DAS) has been made in support of legitimate operational objectives. This reorganization is not a punitive measure but rather represents a deliberate effort to promote long-term sustainability, enhance inter-agency coordination, and retain as many WCASOA positions as possible.

Classification, Wages, and Benefits

There has not been, nor is there any intent to reclassify the members of the WCASOA bargaining units. See Article 38 of the WCASOA CBAs. The Association alleges that the County has unilaterally re-classified the members of the bargaining unit. This assertion is incorrect, and the County has already assured the bargaining units that there would be no re-classification of WCASOA members under the proposed restructuring. If reclassification of bargaining members were to occur, the procedures of Article 2 and Article 38 would be followed. However, the intent is to have members remain in their current classifications, thereby not triggering the provisions of article 2 or Article 38. Likewise, the grievant makes the conclusory allegation that the County violated Articles 9, 10, 13, 15, 16, 18, 20, 22 and 23 by unilaterally changing sick, vacation and leave benefits and removing salary and wage benefits from the WCASOA members. Additionally, the grievance cites NRS 288.150 and claims prohibited practices. The grievance fails to adequately allege a viable prohibited practice claim. In order to state a viable prohibited practice claim, one must provide "[a] clear and concise statement of the facts constituting the alleged practice sufficient to raise a justiciable controversy under chapter 288 of NRS,



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including the time and place of the occurrence of the particular acts and the names of persons involved . . .” NAC 288.200(1)(c). At no point does the Association attempt to explain or demonstrate with facts how the benefits have been unilaterally changed. Despite the Association’s unfounded conclusory assertions to the contrary, the mandatory subjects of bargaining under the CBA have not been changed and the County’s intent is not to change any of them during the contract period without prior notification or an opportunity to bargain Association members’ salaries, hours of work, leave accruals, holiday pay, insurance, training, uniforms, and other economic and non-economic terms contained in the CBAs remain fully intact. The Association’s contention that the County violated NRS Chapter 288 because it unilaterally changed conditions which are subject to mandatory bargaining has no merit. The decision to dissolve a County Department and transfer/reassign employees for reasons other than punishment is not a subject of mandatory bargaining under NRS 288.150(2). None of the topics subject to mandatory bargaining under NRS 288.150(2) are impacted by the County’s plan to dissolve DAS. Indeed, matters which are not within the scope of mandatory and which are reserved to the County without negotiation include: (1) the right to assign or transfer an employee so long as it is not for purposes of discipline (NRS 288.150(3)(a)); (2) the right to determine appropriate staffing levels and work performance standards, except for safety considerations (NRS 288.150(3)(c)(1)); (3) the quality and quantity of services to be offered to the public (NRS 288.150(3)(c)(3)); and the means and methods of offering the services to the public (NRS 288.150(3)(c)(4)).

Discipline, Grievance Procedures, and NRS 289

The grievance also alleges that the reorganization of DAS violates NRS 289 by altering disciplinary procedures. Bargaining unit members remain peace officers under Nevada law. Discipline and investigative procedures continue to be governed by Article 27 of the CBAs and NRS 289. Nothing in the transition diminishes these rights or alters due process protections afforded to WCASOA Members.

Allegation of Retaliation or Punishment

Under NRS 289.010(6) “punitive action” is defined as “any action which may lead to dismissal, demotion, suspension, reduction in salary, written reprimand or transfer of a peace officer for purposes of punishment.” The County categorically denies that the decision to dissolve DAS was made for purposes of punishing the members’ for the actions of the former Chief. Additionally, Nevada’s statutory scheme for collective bargaining in the public sector explicitly excludes the right to assign or transfer an employee as a form of discipline (*Truckee Meadows Fire Protection Dist. v. International Ass’n of Fire Fighters*, Local 2487, 109 Nev. 367 (1993)). This is also prevalent in NRS 289. Nevada law recognizes that *punitive action or discipline* is intended to correct bad behavior or misconduct, particularly through the principle of progressive discipline. This approach emphasizes proportionality and corrective measures before imposing severe penalties, except in cases



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of egregious misconduct. However, no Association members are currently suspected of any misconduct, nor have any of the members been notified that they are under investigation for suspected misconduct that could result in disciplinary action. Rather, this reorganization is being applied universally to the entire department for non-punitive reasons.

If the Association members were being transferred for purposes of punishment, the County would have followed the procedures for disciplining peace officers as outlined in NRS Chapter 289 and Articles 29-30 of the CBAs. The reason none of the procedures were carried out is because the Association members are not being punished or disciplined for any reason.

The reorganization is based on operational efficiency and service delivery considerations which were outlined in an independent audit and not for punitive purposes. This has been repeatedly communicated to the Association. The entirety of DAS is being restructured, which pertains to all employees of DAS, not just the members of the Association's bargaining units. Management's decisions are being made in good faith and consistent with management rights under the CBAs and NRS Chapter 288. Ultimately, the CBA is intended to stay intact with all rights and benefits being afforded to WCASOA members.

NRS 211A – Applicability of “Chief” Requirement

The grievance asserts that the County's actions violate NRS 211A by eliminating the DAS Chief position. NRS 211A establishes statutory requirements for the structure of a Department of Alternative Sentencing when such a department exists. Once the DAS is dissolved, those statutory requirements are no longer operative.

To ensure continuity for purposes of CBA administration, the County will designate a Sheriff's Office manager to act in the capacity of “Chief” for contractual purposes, including grievance processing and supervisory references found throughout the CBAs.

As an alternative to designating a Chief from WCSO for contractual purposes, the County is willing to collaborate with WCASOA on appropriate language modifications to substitute “Chief” with “Sheriff and/or designee” to ensure that all procedural requirements under the contract remain effective and efficient. The parties may want to enter into an side a agreement or MOU agreement under Article 37 preserving the current contract terms while reflecting the updated organizational structure.

Timely Communication and Engagement

The County, immediately upon finalizing the plan to restructure County operations, met with WCASOA representatives on August 27, 2025, to communicate the changes and discuss potential impacts. The County then met with impacted employees on September



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3, 2025. Contrary to the assertion that the County refused to collaborate with WCASOA, we engaged in direct dialogue at the earliest opportunity in a good-faith effort to maintain transparency. Additionally, the County has already scheduled future meetings with the Sheriff's Office to discuss operational planning and providing DAS officers with the opportunity to express their concerns, share input, and actively participate. The County remains committed to bargaining with WCASOA on mandatory subjects as required under NRS 288. The reorganization affects only the placement of WCASOA members, which falls within management's retained rights and does not constitute a prohibited practice.

Preserving Jobs & Protecting the Bargained Contract

The County's primary objective with this future transition is to preserve jobs, preserve the existence of the Association, protect the integrity of the current CBAs, and ensure that bargaining unit members can continue to perform their functions under new department leadership. No employees have been laid off as a result of this transition, and all contractual terms remain in place.

Requested Remedy

The remedies requested by the Association - to cease dissolving the DAS and reverse the transition - cannot be granted. Granting such remedies would conflict with the clear management rights retained under Article 4 of the CBAs and would improperly limit the County's statutory authority to determine its organizational structure.

Conclusion

After reviewing the grievance, the facts, and all relevant provisions of the CBAs and Nevada law, there has been no violation of the CBAs, NRS 211A, NRS 288, or NRS 289. Accordingly, the grievance is denied.

The County has exercised its rights and responsibility to manage operations effectively, in a way that is compliant with the CBAs and state law. The County remains committed to upholding our obligations under the collective bargaining agreements and to engaging constructively with WCASOA going forward.

We welcome continued dialogue on this matter, including the development of mutually agreeable MOU language modifications to substitute "Chief" with "Sheriff and/or designee" to ensure that all procedural requirements under the contract remain workable and enforceable.

Should you have any questions or wish to discuss this matter further, please contact me at phurley@washoecounty.gov or 775-328-2087.



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Sincerely,

Patricia Hurley

Patricia Hurley

Director of Human Resources

Washoe County

cc: Brandon Price, Deputy District Attorney

Chaz Lehman, Deputy District Attorney

Washoe County Manager's Office



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EXHIBIT 13

EXHIBIT 13

Whole DAS Department Totals	
Approved Leave/Comp etc. Taken	
Comp Leave Taken	208
Personal Leave Taken	187.5
Sick Leave Taken	1116.25
Straight in Lieu of Sick Leave	4.75
Vacation Leave Taken	1438
Total (Hours)	2954.5
Approved Other Pay	
Call Back Pay (1.5)	3.5
DA Investigator Training Pay**	30
Shift Diff Premium Pay (%)	1293.75
Standby Hours Pay (%)	3161.5
Total (Hours)	4488.75
Approved Earned Balances	
Comp Leave approved to be earned	182.5
Holiday Comp Leave approved to be earned	5
Holiday Overtime approved to be earned	5
Overtime Approved to be earned	222.75
Total (Hours)	415.25

Commissioned Totals	
Approved Leave/Comp etc. Taken	
Comp Leave Taken	118
Personal Leave Taken	20
Sick Leave Taken	320.5
Straight in Lieu of Sick Leave	0
Vacation Leave Taken	584
Total (Hours)	1042.5
Approved Other Pay	
Call Back Pay (1.5)	3.5
DA Investigator Training Pay**	30
Shift Diff Premium Pay (%)	735.25
Standby Hours Pay (%)	3161.5
Total (Hours)	3930.25
Approved Earned Balances	
Comp Leave approved to be earned	49.75
Holiday Comp Leave approved to be earned	3
Holiday Overtime approved to be earned	4
Overtime Approved to be earned	72.25
Total (Hours)	129

Civilian Totals	
Leave/Comp etc. Taken	
Comp Leave Taken	90
Personal Leave Taken	167.5
Sick Leave Taken	795.75
Straight in Lieu of Sick Leave	4.75
Vacation Leave Taken	854
Total (Hours)	1912
Other Pay	
Call Back Pay (1.5)	0
DA Investigator Training Pay**	0
Shift Diff Premium Pay (%)	558.5
Standby Hours Pay (%)	0
Total (Hours)	558.5
Earned Balances	
Comp Leave approved to be earned	132.75
Holiday Comp Leave approved to be earned	2
Holiday Overtime approved to be earned	1
Overtime Approved to be earned	150.5
Total (Hours)	286.3

**This pay represents Instructor Differential Pay as outlined in the collective bargaining agreement. The pay code was originally established for DA Investigators and later adopted by WCASOA for AS Officers, using the same shared code.

EXHIBIT 14

EXHIBIT 14

Vehicle Use

703.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a system of accountability to ensure department vehicles are used appropriately. This policy provides guidelines for on- and off-duty use of department vehicles and shall not be construed to create or imply any contractual obligation by Washoe County to provide assigned take-home vehicles.

703.2 POLICY

The Washoe County Department of Alternative Sentencing provides vehicles for department related business use and may assign unmarked vehicles based on its determination of operational efficiency, economic impact to the department, and other considerations.

703.2.1 ASSIGNED VEHICLES

Officers are responsible for inspecting the interior and exterior of any assigned vehicle before taking the vehicle into service and at the conclusion of their shift. Any previously unreported damage, mechanical problems, unauthorized contents or other problems with the vehicle shall be promptly reported to a supervisor and documented as appropriate.

Officers are also required to inspect their vehicle for all required department issued safety equipment. It is the officers responsibility to notify their supervisor of any used/missing safety equipment assigned to the vehicle.

703.2.2 UNSCHEDULED USE OF VEHICLES

Personnel utilizing a vehicle for any purpose other than their normally assigned duties shall first notify the sergeant of the reasons for use. This section does not apply to personnel permanently assigned an individual vehicle.

703.2.2 AUTHORIZED PASSENGERS

Personnel operating department-owned vehicles shall not, without the authorization of the Chief of Alternative Sentencing, permit persons other than county employees or persons required to be conveyed in the performance of duty or as otherwise authorized to ride as a passenger in their vehicle.

Such authorizations include but may not limited to:

- (a) Courtesy transport.
- (b) Pre-scheduled ride-along.

Officers are required to notify dispatch of any passenger allowed into their vehicle. If the passenger/transport is unscheduled and of the opposite sex, the officer shall notify dispatch of the vehicle's starting and ending mileage. The officer will also notify dispatch regarding the nature of the transport.

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Vehicle Use

703.2.3 UNMARKED VEHICLES

All vehicles assigned to the Department of Alternative Sentencing are unmarked units. Any take home vehicle shall be assigned at the discretion of the Chief of Alternative Sentencing (703.4) of this policy.

703.2.3 PARKING

County owned vehicles should be parked in their assigned stalls. Employees shall not park privately-owned vehicles in any stall assigned to a county owned vehicle or in other areas of the parking lot not designated as a parking space unless authorized by a supervisor.

Except when arriving to an emergency or when urgent department related business requires otherwise, officers driving department vehicles should, at all times, obey all parking regulations.

Private Residence Parking:

Officers of this department take their respective county vehicles home after each shift. It shall be the responsibility of each officer to ensure the vehicle is parked in a manner in which it is free from the possibility of being damaged by a secondary vehicle. In addition, all firearms, kinetic weapons and conducted energy weapons shall be removed from the vehicle and securely stored in the officer's residence.

Secure is defined as:

- (a) Firearm is unloaded, rendered safe with a gun lock, and in a location in which others do not have access...or,
- (b) Firearm is unloaded and secured in gun safe.
- (c) Any kinetic energy weapon and/or conducted energy weapon shall be rendered safe and inaccessible to others in the residence.

703.2.4 INSPECTIONS

The interior of any vehicle that has been used to transport any person other than an employee should be inspected prior to placing another person in the vehicle and again after the person is removed. This is to ensure that unauthorized items have not been left in the vehicle.

703.3 USE OF VEHICLES

County owned vehicles shall be utilized for business related functions that are related to the mission and purpose of the Department of Alternative Sentencing. Department staff shall inspect any vehicle prior to placing the vehicle into service. Sub-section 703.3 of this policy.

Unless approved by a supervisor, no vehicle should be placed directly into service after an accident. The vehicle should be taken to Washoe County vehicle maintenance for a thorough inspection prior to being placed back into service.

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Vehicle Use

703.3.1 OTHER USE OF VEHICLES

Officers utilizing a vehicle for any purpose other than their normally assigned duties or normal vehicle assignment (e.g., transportation to training, community event) shall first notify their immediate supervisor of the need.

This subsection does not apply to those who are assigned to transport vehicles to and from the maintenance yard or car wash.

703.3.2 INSPECTIONS

Any employee operating a Washoe County vehicle shall be responsible for inspecting the interior and exterior of any assigned vehicle before taking the vehicle into service and at the conclusion of their shifts. Any previously unreported damage, mechanical problems, unauthorized contents or other problems with the vehicle shall be promptly reported to a supervisor and documented as appropriate.

The interior of any vehicle that has been used to transport any person other than an employee of this department shall be inspected prior to placing another person in the vehicle and again after the person is removed. This is to ensure that unauthorized or personal items have not been left in the vehicle.

When transporting any suspect, prisoner or arrestee, the transporting officer shall search all areas of the vehicle that are accessible by the person before and after that person is transported.

All department vehicles are subject to inspection and/or search at any time by a supervisor without notice and without cause. No employee assigned to or operating such vehicle shall be entitled to any expectation of privacy with respect to the vehicle or its contents.

703.3.3 SECURITY AND UNATTENDED VEHICLES

Unattended vehicles shall be locked and secured at all times. No key should be left in the vehicle except when it is necessary that the vehicle be left running (e.g., continued activation of emergency lights, canine safety, equipment charging). Officers who exit a vehicle rapidly in an emergency situation or to engage in a foot pursuit must carefully balance the need to exit the vehicle quickly with the need to secure the vehicle.

Officers shall ensure all weapons are secured while the vehicle is unattended.

703.3.4 MOBILE DIGITAL COMPUTER

Officers assigned to vehicles equipped with a mobile digital computer (MDC) shall log onto the MDC with the required information when going on-duty. If the vehicle is not equipped with a working MDC, the officer shall notify dispatch. Use of the MDC is governed by the Mobile Digital Computer—policy 417.

703.3.5 VEHICLE LOCATION SYSTEM

At the discretion of the Chief, any county vehicle assigned to the department may be equipped with a system designed to track the vehicle's location. While the system may provide vehicle location

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Vehicle Use

and other information, officers are not relieved of their responsibility to use required communication practices to report their location and status.

Officers shall not make any unauthorized modifications to the system. At the start of each shift, officers shall verify that the system is on and report any malfunctions to their supervisor. If the officer finds that the system is not functioning properly at any time during the shift, they should, if available, exchange the vehicle for one with a working system.

System data may be accessed by supervisors at any time. However, access to historical data by personnel other than supervisors will require approval from the Chief of Alternative Sentencing.

All data captured by the system shall be retained in accordance with the established records retention schedule.

703.3.6 KEYS

Officers operating patrol vehicles should be issued a copy of the key as part of their initial equipment distribution. Officers who are assigned a specific vehicle should be issued keys for that vehicle. Officers shall not duplicate keys. The loss of a key shall be promptly reported in writing through the officer's chain of command. Washoe County risk management paper work shall also be completed as a point of documenting the need for replacement.

703.3.7 ALCOHOL

Any employee who has consumed alcohol are prohibited from operating any department vehicle.

703.3.8 ACCESSORIES AND/OR MODIFICATIONS

There shall be no modifications, additions or removal of any affixed equipment or accessories from Washoe County vehicles. Such action(s) shall only be completed by Washoe County fleet employees or after their documented authorization and only through an approved Washoe County vendor.

703.4 INDIVIDUAL MEMBER ASSIGNMENT TO VEHICLES

Department vehicles may be assigned to individual officers at the discretion of the Chief of Alternative Sentencing. Vehicles may be assigned for on-duty and/or take-home use. Assigned vehicles may be changed at any time. Permission to take home a vehicle may be withdrawn at any time.

The assignment of vehicles may be suspended when the officer is unable to perform their regular assignment.

703.4.1 KEYS

All uniformed field personnel approved to operate marked patrol vehicles shall be issued their own personal unit key as part of their initial equipment distribution upon hiring. Personnel assigned a permanent vehicle shall be issued keys for their respective vehicle. The loss of any assigned key shall be promptly reported in writing through the employee's chain of command.

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Vehicle Use

703.4.2 ON-DUTY USE

Vehicle assignments shall be based on the nature of the officer's duties, job description, essential functions, and employment or appointment status. Vehicles may be reassigned or utilized by other department officers at the discretion of the Chief of Alternative Sentencing or the authorized designee.

703.4.3 EMPLOYEES NOT ASSIGNED TAKE HOME VEHICLES

Circumstances may arise where department vehicles must be used by officers to commute to and from a work assignment. Employees may take home department vehicles only with prior approval of a supervisor and shall meet the following criteria:

- (a) The circumstances are unplanned and were created by the needs of the department.
- (b) Other reasonable transportation options are not available.
- (c) The officer lives within a reasonable distance (generally not to exceed a 60-minute drive time) of the Washoe County limits.
- (d) Off-street parking will be available at the officer's residence.
- (e) Vehicles will be locked when not attended.
- (f) All firearms, weapons and control devices will be removed from the interior of the vehicle and properly secured in the residence when the vehicle is not attended.
- (g) All ballistic equipment will be removed from the interior of the vehicle and properly secured in the residence when the vehicle is not attended, unless the vehicle is parked in a locked garage.

703.4.4 EMPLOYEES ASSIGNED TAKE HOME VEHICLES

Assignment of take-home vehicles shall be based on the needs of the department. Officers are cautioned that under certain tax rules, personal use of a County vehicle may create an income tax liability for the officer. Questions regarding tax rules should be directed to the officer's tax adviser.

Criteria for use of take-home vehicles include the following:

- (a) Vehicles shall only be used for work-related purposes and shall not be used for personal errands or transports, unless special circumstances exist and the Chief of Alternative Sentencing or a sergeant grants authorization.
- (b) Vehicles may be used to transport the officer to and from the officer's residence for work-related purposes.
- (c) Vehicles will not be used when off-duty except:
 - 1. In circumstances when an officer has been placed on call by the Chief of Alternative Sentencing or sergeant and there is a high probability that the officer will be called back to duty.
 - 2. When the officer is performing a work-related function during what normally would be an off-duty period, including vehicle maintenance or traveling to or from a work-related activity or function.

Washoe County Department of Alternative Sentencing

Washoe Cnty Dept Alternative Sentencing Policy Manual

Vehicle Use

3. When the officer has received permission from the Chief of Alternative Sentencing or sergeant.
4. When the vehicle is being used by the Chief of Alternative Sentencing, sergeant or officers who are in an on-call administrative positions.
- (d) While operating the vehicle, authorized officers will carry and have accessible their duty firearms and be prepared to perform any function they would be expected to perform while on-duty.
- (e) The two-way communications radio, MDC and global positioning satellite device, if equipped, must be on and set to an audible volume when the vehicle is in operation.
- (f) Unattended vehicles are to be locked and secured at all times.
 1. No key should be left in the vehicle except when it is necessary that the vehicle be left running (e.g., continued activation of emergency lights, equipment charging, etc...).
 2. All weapons shall be secured while the vehicle is unattended.
 3. All department identification, portable radios and equipment should be secured.
- (g) Unless prior authorization has been given, department vehicles are to be parked off-street at the officer's residence. All firearms, kinetic impact weapons and conducted energy weapon shall be removed and properly secured in the residence (see the Firearms—policy 306 regarding safe storage of firearms at home).
- (h) Vehicles are to be secured at the officer's residence or the appropriate department facility, at the discretion of the department when an officer will be away (e.g., on vacation) for periods exceeding one week.
 1. If the vehicle remains at the residence of the officer, the department shall have access to the vehicle. If the officer is unable to provide access to the vehicle, it shall be parked at the department.
- (i) The officer is responsible for the care and maintenance of the vehicle.

703.4.5 ENFORCEMENT ACTIONS

When driving a take-home vehicle to and from work outside of the jurisdiction of the Washoe County Department of Alternative Sentencing or while off-duty, an officer shall not initiate enforcement actions except in those circumstances where a potential threat to life or serious property damage exists (see the Off-Duty Law Enforcement Actions policy—334 and Law Enforcement Authority policy—100).

Officers may render public assistance when it is deemed prudent (e.g., to a stranded motorist).

Officers driving take-home vehicles shall be armed, appropriately attired and carry their department-issued identification. Officers should also ensure that department radio communication capabilities are maintained to the extent feasible.

Washoe County Department of Alternative Sentencing

Washoe Cnty Dept Alternative Sentencing Policy Manual

Vehicle Use

703.4.6 MAINTENANCE

Officers are responsible for the cleanliness (exterior and interior) and overall maintenance of their assigned vehicles. Cleaning and maintenance supplies will be provided by the department. Failure to adhere to these requirements may result in discipline and loss of vehicle assignment. The following should be performed as outlined below:

- (a) Officers shall make daily inspections of their assigned vehicles for service/maintenance requirements and damage.
- (b) It is the officer's responsibility to ensure their assigned vehicle is maintained according to the established service and maintenance schedule.
- (c) All scheduled vehicle maintenance and car washes shall be performed as necessary.
- (d) The department shall be notified of problems with the vehicle and approve any major repairs before they are performed.
- (e) All weapons shall be removed from any vehicle left for maintenance.
- (f) Supervisors should make, at a minimum, monthly inspections of vehicles assigned to officers under their command to ensure the vehicles are being maintained in accordance with this policy.

703.5 DAMAGE, ABUSE AND MISUSE

When any department vehicle is involved in a traffic crash or otherwise incurs damage, the involved member shall promptly notify a supervisor. Any traffic crash report shall be filed with the agency having jurisdiction. (see the Traffic Crash Response and Reporting policy---501).

Damage to any department vehicle that was not caused by a traffic crash shall be immediately reported during the shift in which the damage was discovered, documented in memorandum format and forwarded to the sergeant. An administrative investigation should be initiated to determine if there has been any vehicle abuse or misuse.

703.6 ATTIRE AND APPEARANCE

When operating any department vehicle while off-duty, members may dress in a manner appropriate for their intended activity. Whenever in view of or in contact with the public, attire and appearance, regardless of the activity, should be suitable to reflect positively upon the Department.

EXHIBIT 15

EXHIBIT 15

From: Ronald Dreher
To: Lehman, Chaz
Cc: Price, Brandon
Subject: Re: WCASOA Grievance 2025-001
Date: Tuesday, September 16, 2025 2:02:05 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[Outlook-1dou4jae.png](#)
[Outlook-j0uwmakv.png](#)
[Outlook-tzidx0pc.png](#)
[Outlook-a4jshkn0.png](#)
[Outlook-Icon Desc](#)

This Message Is From an External Sender

This message came from outside of Washoe County -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.

[Report Suspicious](#)

Hello Chaz,

Thank you for the email. We believe this matter is arbitrable. We are specifically moving the articles related to discipline (27 and 29) to arbitration.

You should have received a list from FMCS, and I'm available on Thursday of this week to select an arbitrator.

Thanks,
Ron

Ronald J. Dreher, Esq.
Dreher Law
P.O. Box 6494
Reno, NV 89513
(775) 846-9804

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From: Lehman, Chaz <clehman@da.washoecounty.gov>

WC0186

Sent: Monday, September 15, 2025 09:40
To: Ronald Dreher <ron@dreherlaw.net>
Cc: Price, Brandon <brprice@da.washoecounty.gov>
Subject: Fw: WCASOA Grievance 2025-001

Good morning Ron,

The County acknowledges receipt of your correspondence. It is the County's position that the matters you raise in your grievance are not arbitrable and are outside the jurisdiction of an arbitrator. We will standby for the list of arbitrators from FMCS or AAA. However, Washoe County does not consent to a review by an arbitrator and reserves its right to take any action for the purpose asserting that all the matters raised in the Association's grievance are not arbitrable.

Very Respectfully,



Chaz Lehman

Deputy District Attorney

District Attorney's Office

clehman@da.washoecounty.gov | O: 775-337-5700
One South Sierra Street, Reno, NV 89501



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From: Ronald Dreher <ron@dreherlaw.net>
Sent: Thursday, September 11, 2025 10:08 AM
To: Hurley, Patricia <PHurley@washoecounty.gov>
Cc: Wickman, Mark J <MWickman@washoecounty.gov>; Flickinger, Chesa L. <CFlickinger@washoecounty.gov>; Price, Brandon <brprice@da.washoecounty.gov>; Lehman, Chaz <clehman@da.washoecounty.gov>; McBride, Cole <CMcBride@washoecounty.gov>
Subject: Re: WCASOA Grievance 2025-001

Hello Patricia,

The Association is not in agreement with the County's denial of the grievance, and in accordance with Article 31(II) Step 3, we are moving this matter to arbitration. We do not have any arbitrators to suggest, and we will consider anyone the County may suggest. We will obtain a list form FMCS in the meantime.

Best,
Ron

Ronald J. Dreher, Esq.
Dreher Law
P.O. Box 6494
Reno, NV 89513
(775) 846-9804

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From: Hurley, Patricia <PHurley@washoecounty.gov>
Sent: Wednesday, September 10, 2025 17:00
To: Ronald Dreher <ron@dreherlaw.net>
Cc: Wickman, Mark J <MWickman@washoecounty.gov>; Flickinger, Chesa L. <CFlickinger@washoecounty.gov>; Price, Brandon <brprice@da.washoecounty.gov>; Lehman, Chaz <clehman@da.washoecounty.gov>; McBride, Cole <CMcBride@washoecounty.gov>
Subject: RE: WCASOA Grievance 2025-001

Ron,

Please find attached the County's response. Thank you, Patricia



Patricia Hurley
Director | Department of Human Resources
phurley@washoecounty.gov | Office: 775.328.2087 | Fax: 775.328.6119
1001 E. Ninth St., Bldg. A, Reno, NV 89512
Office Hours: Monday-Friday | 8:00am-5:00pm



From: Ronald Dreher <ron@dreherlaw.net>
Sent: Wednesday, September 3, 2025 7:37 PM
To: Hurley, Patricia <PHurley@washoecounty.gov>
Cc: Wickman, Mark J <MWickman@washoecounty.gov>; Flickinger, Chesa L.
<CFlickinger@washoecounty.gov>; Price, Brandon <brprice@da.washoecounty.gov>
Subject: WCASOA Grievance 2025-001

Patricia,

Please see the attached grievance and confirm receipt.

Thank you,
Ron

Ronald J. Dreher, Esq.
Dreher Law
P.O. Box 6494
Reno, NV 89513
(775) 846-9804

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EXHIBIT 16

EXHIBIT 16



One South Sierra Street
Reno, Nevada 89501

775.328.3200
washoecounty.gov/da

Christopher J. Hicks
District Attorney

October 20, 2025

Via Email and U.S. Mail

Mr. Ronald Dreher
Washoe County Alternative Sentencing Officers Association
P.O. Box 6494
Reno, NV 89513
dreherlaw@outlook.com

Re: Rule 11 Notice

Dear Mr. Dreher:

Pursuant to Rule 11(c) of the Nevada Rules of Civil Procedure, this letter serves as formal notice that your client's Complaint filed with the Government Employee-Management Relations Board ("Board") contains materially inaccurate factual allegations that are unsupported by evidence and must be withdrawn or corrected.

Specifically, the Complaint alleges that Washoe County has unilaterally eliminated the ability of WCASOA-covered employees to take leave, including vacation and other forms of paid time off, in violation of Article 10(B) of the collective bargaining agreement. This allegation is demonstrably false.

Attached to this letter is a summary of payroll and leave data for commissioned WCASOA members from March 4, 2025 (the date the former DAS Chief resigned), through October 14, 2025. The data shows that during this period the following types of leave were requested by WCASOA members and granted:

- 584 hours of vacation leave were taken;
- 320.5 hours of sick leave were taken;
- 20 hours of personal leave were taken;
- 118 hours of compensatory leave were taken.

Justice First, People Always

These leave requests were submitted, approved, and processed in accordance with the CBA and County policy. Additionally, there is no evidence that any employee has been denied a leave of absence. The County has continued to honor the CBA's provisions, including the requirement that leave be approved by the "appointing authority," which remains in place. With respect to the leave granted to Association members, you either failed to conduct any due diligence prior to filing your Complaint, or you knowingly included false allegations in your Complaint.

You also allege that the Association is unable to file a formal grievance because there is no Chief currently assigned to DAS. This allegation is patently false as evidenced by the fact that you filed a grievance on behalf of the Association on September 3, 2025. That grievance was responded to by the County in accordance with the provisions of the CBA, and you escalated that grievance to an Arbitrator. Not only did the Association file a grievance, but it selected an Arbitrator who has been assigned to the matter.

Additionally, your Complaint claims that the County discriminated against WCASOA members for personal reasons or because of their membership in the Association, but the Complaint does not contain any facts to support this conclusory allegation.

Your continued assertion of these claims—despite clear evidence to the contrary—violates NAC 288.375(5), which authorizes the Board to dismiss complaints that are spurious or frivolous. Moreover, under NRCP 11(b), by signing the Complaint you filed with the Board you certified that:

"the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery."

Additionally, you have an ethical obligation to be candid with the Board pursuant to Rule 3.3(a)(1) of the Nevada Rules of Professional Conduct. Rule 3.3(a)(1) specifically states:

"A lawyer shall not knowingly make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer."

The County respectfully requests that you amend the Complaint within 14 days of this letter to remove the inaccurate allegations regarding leave. If you fail to do so, the County will seek appropriate relief, including dismissal of the Complaint under NAC 288.375 and request sanctions in accordance with the rules outlined in NRCP 11, including attorneys' fees and costs authorized by NAC 288.

Finally, we note that the County has already offered a reasonable and good faith solution to address the Association's concerns regarding the absence of a "Chief" by proposing to amend the CBA through a side letter or memorandum of understanding to replace references to "Chief" with "Sheriff or designee." This would preserve the operational and contractual clarity of the agreement while respecting the County's management rights. The Association's refusal to engage on this point further undermines the credibility of the Complaint and suggests an intent to litigate rather than resolve this matter.

This letter is not intended to interfere with or chill the Association's protected rights under NRS Chapter 288. Rather, it is offered solely as a **professional courtesy** and in the spirit of resolving disputes at the **lowest possible level**, consistent with the Board's preference for informal resolution and the County's ongoing commitment to good faith labor relations.

We remain open to resolving this matter informally and encourage you to contact us if you wish to discuss a resolution.

Sincerely,

By: Chaz Lehman
CHAZ LEHMAN
Deputy District Attorney (Civil) Washoe
County District Attorney's Office
clehman@da.washoecounty.gov
(775) 337-5700

CL/sh

Washoe County (Respondent)

Supplemental Motion to Dismiss for Mootness

FILED
January 16, 2026
State of Nevada
EMRB.
2:56 p.m.

1 CHARLES W. LEHMAN
Deputy District Attorney
2 Bar Number: 12994
BRANDON R. PRICE
3 Deputy District Attorney
Bar Number: 11686
4 One South Sierra Street
Reno, NV 89501
5 (775) 337-5700
clehman@da.washoecounty.gov
6 brprice@da.washoecounty.gov

7 ATTORNEYS FOR WASHOE COUNTY

8 **BEFORE THE EMPLOYEE MANAGEMENT RELATIONS BOARD**
9 **STATE OF NEVADA**

10 * * *

11 WASHOE COUNTY ALTERNATIVE
SENTENCING OFFICERS ASSOCIATION,

Case No. 2025-021

12 Petitioners,

13
14 WASHOE COUNTY,

15 Respondent.

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17
18 **RESPONDENT WASHOE COUNTY'S SUPPLEMENTAL MOTION TO**
19 **DISMISS FOR MOOTNESS**

20 Washoe County ("County"), by and through its undersigned counsel, moves the
21 Government Employee-Management Relations Board ("Board"), pursuant to NRS 288.110 and
22 NAC 288.240, for an order dismissing, in part, the First Amended Complaint ("FAC") filed by
23 Petitioner, Washoe County Alternative Sentencing Officers Association ("WCASOA" or
24 "Association"), only to the extent it asserts a "unilateral change" claim premised on the County's
25 alleged failure to re-appoint a DAS Chief as related to CBA provisions including the terms "Chief
26 or designee."

1 **I. Introduction**

2 This supplemental motion seeks dismissal of WCASOA's claim premised on the allegation
3 that County's decision restructure county operations and to not re-appoint a DAS Chief created a
4 unilateral change under the CBA because that issue is now moot.¹ This motion is based on new
5 facts that arose after the County filed its initial motion to dismiss. Effective January 1, 2026, the
6 Washoe County Sheriff was designated the 'Chief' for CBA purposes and delegated day-to-day
7 approvals to a designee. See Exhibit A, Washoe County Sheriff designation; Exhibit B,
8 Declaration of Sheriff Darrin Balaam. The appointment of the Sheriff as Chief moots WCASOA's
9 claim. Even apart from mootness, as detailed in the County's November 26, 2025, Motion to
10 Dismiss, the "no-Chief" allegation fails on the merits: Nevada law and Board precedent do not
11 treat a temporary vacancy or a change in who performs approvals as a unilateral change where the
12 substantive negotiated terms remain intact.

13 **II. Background**

14 WCASOA alleged that the absence of a DAS Chief constituted unilateral changes to
15 numerous CBA articles (e.g., call-back, standby pay, temporary supervisor pay, training
16 approvals, equipment determinations, and grievance steps keyed to "Chief or designee"). FAC at
17 ¶¶22, 27-39.

18 Effective January 1, 2026, the Washoe County Sheriff was designated the "Chief" for CBA
19 purposes, and delegated day-to-day approvals to a designee. Exhibit A. The January 1, 2026
20 designation nullifies the alleged defect by installing the Chief function and delegating day-to-day
21 approvals. Exhibit A. The Sheriff was recognized as "Chief" for CBA purposes, with a written
22 delegation to a designee for day-to-day approvals (shift bids, call-back, standby, temporary
23 supervisor pay, training, uniforms/safety equipment consults, and grievance/discipline steps).
24 This designation was acknowledged by the County Manager (Ex. A). This supplemental motion

25 _____
26 ¹ This motion does not address WCASOA's other allegations (e.g., member's transfer to WCSO, take-home vehicles,
or discrimination). Those claims remain subject under the parties' existing briefing and should be dismissed on
substantive grounds.

1 is narrowly directed to mootness of the “no-Chief” allegation based on the January 1, 2026,
2 designation.

3 **III. Legal Standard (Nevada Mootness & Justiciability)**

4 Nevada tribunals decide live controversies and refrain from resolving abstract questions.
5 A matter is moot when intervening events leave no “effectual relief” for the tribunal to provide.
6 *See NCAA v. Univ. of Nev.*, 97 Nev. 56, 57-58, (1981); *Univ. & Cmty. Coll. Sys. of Nev. v.*
7 *Nevadans for Sound Gov’t*, 120 Nev. 712, 716 (2004); *Alliance for America’s Future v. State ex*
8 *rel. Miller*, 128 Nev. 878, 882-83 (2012). “[A] controversy must be present through all stages of
9 the proceeding, and even though a case may present a live controversy at its beginning, subsequent
10 events may render the case moot.” *Valdez-Jimenez v. Eighth Judicial Dist. Court in & for Cnty.*
11 *of Clark*, 136 Nev. 155, 158, (2020) (quoting *Personhood Nev. v. Bristol*, 126 Nev. 599, 602, 245
12 P.3d 572, 574 (2010)). That principle applies equally to administrative agencies, including the
13 Board, which do not issue advisory opinions once events eliminate the possibility of effectual
14 relief. *See* NRS 288.110; NRS 288.130; 288.200(1)(c).

15 **IV. Argument**

16 **A. The “no-Chief” allegation is moot.**

17 WCASOA’s concern was that, without a “Chief,” specific CBA provisions could not be
18 administered. Although another person was previously carrying out the duties of the Chief while
19 the position was vacant, the January 1, 2026, designation puts to rest the allegation that WCASOA
20 did not have a formally designated Chief under the CBAs. The designation supplies that function:
21 the Sheriff is recognized as “Chief” for CBA purposes, with a designee handling day-to-day
22 actions referenced in those articles. With the requested administrative authority now in place, there
23 is no effectual relief left for the Board to grant; Nevada law requires dismissal.

24 If the Board were to accept WCASOA’s theory, it would treat a routine leadership vacancy
25 as a “unilateral change,” and each day spent recruiting as a continuing violation—effectively

26 //

1 converting ordinary hiring discretion into a negotiable term.² Nevada law does not require
2 bargaining over the decision to fill or restructure positions so long as negotiated terms remain
3 intact. See *Carson City Employees Ass'n v. Carson City*, EMRB Item 433 (1998). As discussed in
4 the motion to dismiss, all CBA provisions remained intact, and there was no material change in
5 the terms and conditions of employment set forth in the CBAs. In any event, no live dispute exists
6 as of January 1, 2026, because the Sheriff has been designated "Chief" for CBA purposes with a
7 designee administering day-to-day functions (Exhibit A). Because there is no live controversy
8 concerning the designation of a Chief, the issue is now moot. There is simply nothing for the
9 EMRB to decide and no effectual relief remains. Therefore, dismissal on mootness is required.

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26 ² Accepting the Association's logic the board would be forced to treat a routine resignation as a 'unilateral change' would effectively require compelling continued service, contrary to the settled rule that personal services are not specifically enforceable. See Restatement (Second) of Contracts § 367.

1 **V. Requested Relief**

2 The County respectfully requests an order partially dismissing the FAC to the extent it
3 alleges a prohibited practice premised on the County's "failure to appoint a DAS Chief," and the
4 resulting inability to administer CBA provisions requiring action by the "Chief or designee," on
5 the ground of mootness.

6 **AFFIRMATION PURSUANT TO NRS 239B.030 AND 603A.040**

7 The undersigned does hereby affirm that the preceding document does not contain the
8 personal information number of any person.

9 Dated this 16th day of January, 2026.

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By /s/ CHARLES W. LEHMAN
CHARLES W. LEHMAN
Deputy District Attorney
NV Bar No. 12994
BRANDON R. PRICE
Deputy District Attorney
Bar Number: 11686
One South Sierra Street
Reno, NV 89501
(775) 337-5700
clehman@da.washoecounty.gov
brprice@da.washoecounty.gov
ATTORNEYS FOR WASHOE COUNTY

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5, I certify that I am an employee of the Office of the District Attorney
of Washoe County, over the age of 21 years and not a party to nor interested in the within action.

I certify that on this date, a true and correct copy of the foregoing document was emailed to the
following electronic mail address:

Employee Management Relations Board
emrb@business.nv.gov

Ron Dreher
dreherlaw@outlook.com

Dated this 16th day January, 2026.

 /s/ S. Haldeman
S. Haldeman

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EXHIBIT INDEX

EXHIBIT A	Washoe County Sheriff Designation	2 pages
EXHIBIT B	Declaration of Sheriff Darrin Balaam	2 pages

EXHIBIT INDEX

EXHIBIT A

EXHIBIT A



Subject: Recognition of "Chief" under CBA and Appointment of Designee over Alternative Sentencing Officers

Purpose: To ensure compliance with the Collective Bargaining Agreement ("CBA") during and after the transition of Alternative Sentencing Officers to the Sheriff's Office.

1) Recognition of "Chief" (CBA Compliance).

For purposes of the CBA applicable to Alternative Sentencing Officers, the Sheriff of Washoe County is recognized as the Chief over the Alternative Sentencing Officers. This is intended to satisfy CBA references to "Chief," including but not limited to:

- Article 5(E): Shift-bid process and work schedule assignments
- Article 15: Call-Back Pay
- Article 16: Standby Pay
- Article 18: Temporary Supervisor Pay
- Article 20: Training
- Article 22: Uniform Allowance
- Article 23: Safety Equipment

2) Appointment of Designee (Operational Administration).

The Sheriff hereby appoints Ryan Johnston, Assistant Sheriff, as the Chief's designee to carry out operational and day-to-day administrative duties referenced in the CBA, including the items listed above. This delegation is administrative in nature and may be modified or revoked in writing by the Sheriff at any time.

3) Scope, Limits, and Accountability.

This recognition and appointment do not modify the bargaining unit's composition or any term/condition of employment.

Effective Date: January 1, 2026

Darin Balaam, Sheriff

WASHOE COUNTY
SHERIFF



A handwritten signature in black ink, appearing to read "D. Balaam", is written over a horizontal line.

Darrin Balaam
Washoe County Sheriff
Date: 1/5/2026

Acknowledgment:

Acknowledged by Kate Thomas, County Manager, for alignment of organizational authority during and after the transition.

A handwritten signature in black ink, appearing to read "Kate Thomas", is written over a horizontal line.

Kate Thomas, County Manager
Date: 1/5/2026

EXHIBIT B

EXHIBIT B

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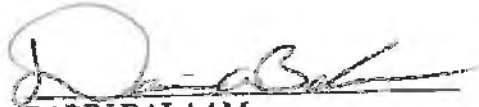
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1 7. I declare under penalty of perjury under the laws of the State of Nevada that the
2 foregoing is true and correct.

3 Executed on January 14, 2026, at Reno, Nevada.

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5 DARIN BALAAM
6 Sheriff, Washoe County
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WCASOA (Complainant)

**Reply in Opposition to
Motion to Dismiss Complaint**

FILED
December 10, 2025
State of Nevada
E.M.R.B.
4:08 p.m.

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9
10 **BEFORE THE STATE OF NEVADA**

11 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

12 WASHOE COUNTY ALTERNATIVE
13 SENTENCING OFFICERS
14 ASSOCIATION,

Case No.: 2025-021

15 Complainant,

Panel:

16 vs.

17 WASHOE COUNTY,

18 Respondent.

19 **REPLY IN OPPOSITION TO MOTION TO DISMISS COMPLAINT**

20 COMES NOW, Complainant Washoe County Alternative Sentencing Officers
21 Association, by and through its undersigned attorney, hereby files its Reply in Opposition to
22 Motion to Dismiss Complaint filed by Respondent Washoe County on November 26, 2025.
23 This Opposition is based on the following memorandum of points and authorities, the
24 pleadings and papers on file herein and any other material the Board chooses to consider.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

The Washoe County Alternative Sentencing Officers Association (“WCASOA” or “Association”) and Washoe County (“County”) are parties to two collective bargaining agreements (“CBA”) covering non-supervisory and supervisory employees. (Motion Exs. 1-2). These CBAs contain all subjects of mandatory bargaining required by NRS 288.150. NRS 288.270(1)(e) holds in part that it is a prohibited practice for a local government employer to “Refuse to bargain collectively in good faith with the exclusive representative as required in NRS 288.150. Bargaining collectively includes the entire bargaining process, including mediation and fact-finding, provided for in this chapter.” This Board has mandated that there “is an ongoing duty to act in good faith that extends throughout the duration of the CBA. See e.g., NRS 288.270(1)(e) and NRS 288.032.” Nevada Service Employees Union. vs. Southern Nevada Health District, Item No. 903, EMRB Case No. 2024-009 (Nov. 21, 2024).

The Nevada Supreme has recognized that this Board “has exclusive jurisdiction over unfair labor practice issues” and has defined an unfair labor practice to include “unilaterally changing a subject of mandatory bargaining.” Reno v. Reno Police Protective Ass’n, 118 Nev. 889, 895, 59 P.3d 1212, 1217 (2002) (citing Rosequist v. Int’l Ass’n of Firefighters Local 1908, 118 Nev. 444, 448, 49 P.3d 651, 653 (2002) and NRS 288.280). The Reno Police Protective Ass’n decision affirmed this Board’s holding related to unilateral changes to mandatory topics of bargaining. In addition, the Nevada Supreme Court has held that one of this Board’s functions “is to determine whether a matter falls within the scope of mandatory bargaining.” Id. (citing Clark Co. Sch. Dist. v. Local Gov’t, 90 Nev. 442, 446, 530 P.2d 114, 117 (1974)). This Board has held that “an employer may create, by practice over a substantial

1 period of time, a term or condition of employment which it is obligated to continue, subject to
2 negotiation.” Reno Police Protective Ass’n, 118 Nev. at 900, 59 P.3d at 1220 (citing Ormsby
3 County Education Assoc. v. Carson City School Dist., No. A1-045527, Item No. 311, at 8
4 (EMRB Apr. 1, 1993)).

5 The Association filed its First Amended Complaint (“FAC”) due to the actions taken
6 by the County to unilaterally change sections of the CBAs without negotiating them as
7 required. In fact, the County has refused on multiple occasions to meet with the Association
8 to attempt to reach a resolution, leaving the WCASOA with no choice but to seek relief from
9 this Board. Moreover, members of the County have stated that the unilateral actions taken
10 against the WCASOA are based on the “perception” of the public and are not based on the
11 merit or fitness of the members, clearly demonstrating that these actions are discriminatory in
12 nature. In addition, the WCASOA covered members have had to threaten the filing of a
13 grievance to maintain and/or regain the use of their take home vehicles and have had their
14 work excessively scrutinized since the former chief resigned. The Association’s Complaint
15 methodically details the prohibited practices it is alleging have been committed, all of which
16 fall under this Board’s jurisdiction, and this matter is ripe for review and relief from this
17 Board. Reno Police Protective Ass’n, 118 Nev. at 895, 59 P.3d at 1217.

21 II. ARGUMENT

22 A. Timeliness

23 The County asserts that the complaint is barred by the six-month statute of limitations
24 of NRS 288.110(4) because it claims to have made the decision not to appoint a chief on the
25 exact date the previous chief resigned, March 3, 2025. However, this six-month statute of
26 limitations begins running when a party receives unequivocal notice of a final adverse action.
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1 City of North Las Vegas v. State. Local Government Employee-Management Relations
2 Board, 127 Nev. Adv. Op. 57, 261 P.3d 1071, 1077 (2011). As outlined in the FAC, the
3 WCASOA did not receive notice that the County would not be appointing another chief until
4 the August 27, 2025, meeting. (Compl. at ¶18). This is further evidenced in an email from
5 WCASOA President Mark Wickman to the County on May 22, 2025, in which he stated that
6 the Department of Alternative Sentencing (“DAS”) does not “currently” have a chief, and that
7 Sergeant Kautz should continue to receive out-of-class pay until such time as a chief is
8 appointed. (Exhibit 1). This clearly illustrates that the WCASOA had not been informed on
9 March 3, 2025, that a chief would never be appointed. “[I]t is the actual occurrence of the
10 event, rather than some pre-occurrence indication of intent, that determines the six-month
11 limitations period.” Washoe County Sheriff’s Supervisory Deputies Association and Washoe
12 County Sheriff’s Deputies Association v. Washoe County, Item No. 789, EMRB Case No.
13 Case No. A1-046052 (Oct. 17, 2013). (citing Pershing County Law Enforcement Association
14 v. Pershing County, Item No. 725C, EMRB Case No. A1-045974 (May 17, 2013)). See also
15 Cone v. Nevada Service Employees Union, 11 Nev. 473, 477, 998 P.2d 1178, 1181, n. 2
16 (2000). The actual date the WCASOA received notice that a chief would not be appointed
17 was August 27, 2025, and its FAC was filed within the six-month period required by statute
18 and the FAC is therefore timely.

22 **B. Unilateral Changes to the Collective Bargaining Agreements.**

23 For a complainant to prevail on a unilateral change claim, it must be established that:
24 “(1) the employer breached or altered the CBA or established past practice; (2) the employer’s
25 action was taken without bargaining with the exclusive representative over the change; (3) the
26 change is not merely an isolated breach of contract, but amounts to a change in policy, i.e., the
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1 change has a generalized effect or continuing impact on the bargaining unit members' terms
2 and conditions of employment; and (4) the change in policy concerns a matter within the
3 scope of representation." Service Employees International Union, Local 1107 v. Clark County,
4 Item No. 881, EMRB Case 2021-019 (Oct. 4, 2022). NRS 288.150(2) outlines the subjects of
5 mandatory bargaining, and the County's unilateral decision to change the CBA language
6 related to these subjects is a *per se* prohibited practice. In Charles Jenkins: Las Vegas Police
7 Managers and Supervisors Association vs. Las Vegas Metropolitan Police Department, Case
8 No. A1-046020, Item 775A (EMRB Jan. 24, 2013), this Board reiterated its holdings
9 regarding the unilateral changes to mandatory topics of bargaining when it held that,
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11 "In City of Reno, the Nevada Supreme Court affirmed that it is a
12 violation of the Act of an employer to depart from the bargained-for
13 disciplinary process without first bargaining over the change with the
14 recognized bargaining agent. 118 Nev. 899-901, 59 P.3d 1219-1220.
15 Authority arising under the National Labor Relations Act holds that
16 these types of changes to collective bargaining agreement violate both
17 section 8(a)(1) and 8(a)(5) of the National Labor Relations Act.
18 N.L.R.B. v. Southwestern Elec. Co-op., Inc. 794 F.2d 276, 278 -279
19 (7th Cir. 1986). This Board has likewise held that this type of conduct
20 violates both NRS 288.270(1)(a) and NRS 288.270(1)(e). Boykin v.
21 City of North Las Vegas Police Dept. Item No. 674E, Case No. A1-
22 045921 (2010). This Board has repeatedly reaffirmed the principle that
23 'unilateral changes by an employer during the course of a collective
24 bargaining relationship concerning matters which are mandatory
25 subjects of bargaining are regarded as *per se* refusals to bargain.'
26 Operating Engineers, Local 3 of the International Union of County of
27 Lander, Item No. 346, Case No. A1-045553, (1994); see also N. L. R.
28 B. v. Katz, 369 U.S. 736 (1962)."

23 Id. at 7:10-23. To support that its unilateral changes to the CBA are not prohibited
24 practices, the County attempts to hide behind "management rights." Yet, NRS 288.150 clearly
25 and unequivocally outlines those subjects which are required to be bargained, and the County
26 is not permitted to unilaterally change these subjects without negotiation.
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1 The appointment of the chief is not a management right as the failure to do so without
2 negotiation unilaterally changes multiple mandatory topics of bargaining that have already
3 been established under the CBAs. To support that it can make these unilateral changes, the
4 County claims that the WCASOA members have not suffered the loss of any rights under the
5 CBA. However, while the loss of a right is not a requirement before a prohibited practice is
6 committed, the County has in fact removed the members' ability to receive benefits under the
7 CBA, to contest discipline and discharge issues or to file a grievance as determined by the
8 CBAs.
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10 The County is not now and never has attempted to invoke subsection (w) of NRS
11 288.150(2) that would permit it to reopen and renegotiate the CBA due to fiscal emergency,
12 this is thus clearly not implicated here. What is implicated however, are numerous other
13 subsections of NRS 288.150(2) that the County would have this Board hold it can unilaterally
14 change due to a right of management.
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16 For example, the FAC lists that the grievance procedures have been unilaterally
17 changed by the County with its removal of the chief. While it is true the WCASOA filed a
18 grievance after the County advised that a chief would not be appointed, this was done to
19 ensure that the grievance was timely and required the WCASOA to agree to forego its rights
20 under the CBA to a possible resolution at the chief's level. The WCASOA expressed that it
21 did not agree that this was the proper procedure, or in line with the article of the CBA, but the
22 County's actions forced the WCASOA to accept this unilateral change if the WCASOA were
23 to wish to move forward with its grievance. Specifically, Article 31, II, Step 1 provides that
24 the chief will render the initial decision on a grievance. (Motion Ex. 1 WC0027). The County
25 has removed the ability of the WCASOA to resolve any grievances at this level, and in fact
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1 forced the WCASOA to file its grievance to the Director of Human Resources, who was
2 making the decisions to unilaterally change the CBA. This unilateral change to the CBA has
3 modified the grievance process, a mandatory subject of bargaining, and is a *per se* prohibited
4 practice. NRS 288.150(2)(o); Operating Engineers, Local 3 of the International Union of
5 County of Lander, Item No. 346, Case No. AI-045553.

7 Further, in Article 29(D) the CBAs provide that "An employee may appeal discipline,
8 demotion, suspension or other forms of discipline through the Agreement's grievance
9 procedure that shall be the exclusive remedy for the appeal of disciplinary actions."
10 (Emphasis added) (Motion Ex. 1 WC0026). The WCASOA filed a grievance in which it
11 alleged disciplinary action had been wrongly taken and imposed, but it was denied the ability
12 to follow the steps outlined in the CBA as the chief level response was unilaterally removed
13 by the County. Again, a *per se* prohibited practice that can only be remedied by this Board.
14 Charles Jenkins, Case No. AI-046020, Item 775A. In another example, the discharge
15 procedures are outlined in Article 30, and these require that any discharge be handed out and
16 appealed by and to the appointing authority. In the case of these two CBAs, that would be the
17 chief. By the County removing the chief from the CBAs, the WCASOA is left with no remedy
18 for discharge procedures, which is a unilateral change to a mandatory subject of bargaining.
19 NRS 288.150(i).¹ While WCASOA members are still permitted to take leave, they are unable

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¹ The County erroneously cites to Bisch in support of its argument that there must be a substantive change before a unilateral change becomes a prohibited practice. In reality, the Nevada Supreme Court ruled that Bisch's argument related to a unilateral change could not be upheld because "Bisch did not present evidence that the LVMPD ever changed the regulation outside of the collective bargaining process," not that unilateral change requires an altering of substantive rights. Bisch v. Las Vegas Metro. Police Dep't, 129 Nev. 328, 339, 302 P.3d 1108, 1116 (2013). Rather, the Court reaffirmed that changes must follow the collective bargaining process. Id.

1 to comply with the actual terms of the agreement related to leave, to standby and callback pay,
2 their uniforms or other assignments and training specifically delegated and assigned to the
3 chief through the CBA. (Motion Exs. 1-2). The County has unilaterally changed these
4 mandatory subjects of bargaining by removing the chief from the CBA. The question remains
5 as to what will happen on January 1, 2026, when the DAS is scheduled to be placed under the
6 Sheriff's Office. At that time, Sergeant Kautz will no longer assume responsibility for leave,
7 assignments, pay and training, so the WCASOA covered members will be even more in limbo
8 on how to enforce and/or comply with their CBA. Moreover, the County has now moved to
9 change the work hours in a day, and number of days worked in a work week without
10 additional negotiations. Yet, another violation of the CBA and a unilateral change to
11 mandatory subjects of bargaining. The County spends a great deal of time trying to justify its
12 changes by showing that the DAS is still functioning. However, this functioning is due to the
13 hard work and diligence of the WCASOA covered members who are continuing to do their
14 jobs despite the removal of the chief and the inability to comply with and enforce their CBA.
15 The WCASOA has filed a grievance and this FAC against the County, but its members cannot
16 stop performing their duties just because the County is violating their rights, as they have a no
17 strike clause. As such, they continue to perform their duties in the same professional and
18 efficient manner as they have always done, while at the same time applying to this Board and
19 through the grievance process for relief. Ironically, the County argues in its Motion that the
20 Nevada Supreme Court has "emphasized that the language of the CBA itself is the most
21 persuasive evidence of the parties' intent," and then argues that it can unilaterally modify what
22 the parties have agreed to without negotiation. (Motion at 13:3-4).
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1 As detailed in the FAC, the changes to the CBA unquestionably surround topics of
2 mandatory bargaining to include at a minimum the subjects of wages, monetary compensation,
3 leaves and discipline and discharge. (See generally FAC). In its letter dated October 20, 2025,
4 the County's attorney readily admitted the County had changed the negotiated agreement by
5 removing the chief from the CBA. (Motion Ex. 16 WC0193). In this letter, the County
6 reiterated what it had expressed previously to the WCASOA; that it was unilaterally changing
7 the CBAs and the only possible resolution open to the WCASOA was to accept the County's
8 language change through a side letter or a memorandum. (Id.) This is clearly a refusal to
9 bargain and is instead the County's continued attempt to unilaterally force the WCASOA to
10 accept non-bargained for changes to its CBAs.
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13 On November 3, 2025, in response to the County's Rule 11 letter, WCASOA's
14 undersigned counsel requested that the County provide which articles of the CBAs it would
15 like to reopen and negotiate so that a resolution may be reached regarding the present
16 disputes. (Exhibit 2). The County's attorney responded that they were not open to
17 negotiations and instead would only be willing to engage in "discussions" regarding the
18 changes the County had unilaterally made to the CBA, again indicating that the County was
19 refusing to bargain mandatory topics of bargaining as required. (Id.) In addition, these
20 "discussions" would only involve accepting what the County was demanding and left no
21 room for actual negotiations. This refusal to negotiate is a *per se* prohibited practice and the
22 WCASOA can only obtain relief from this Board. Nevada Service Employees Union, Item
23 No. 903, EMRB Case No. 2024-009.
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26 NRS 211A.110 designates that the chief of DAS is the appointing authority. The
27 County's refusal to appoint a new chief has effectively removed the statutorily required
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1 appointing authority from the CBA. While the County would have this Board believe the
2 WCASOA is attempting to encroach or override its legislative rights, the WCASOA is in
3 reality seeking only to enforce the plain and unambiguous language negotiated between the
4 parties in the two CBAs. The WCASOA is not asking this Board to reverse decisions made by
5 the Board of County Commissioners ("BOCC") related to its legislative actions. Rather, the
6 WCASOA is requesting that the Board force the County to cease its unilateral changes to the
7 CBAs and to negotiate these changes as required by NRS Chapter 288. All the WCASOA
8 claims for relief stem from violations of NRS Chapter 288 and it is not seeking an injunction.
9 As described herein, there is no request for relief under any other statute or provision, subjects
10 over which this Board has exclusive jurisdiction. Reno Police Protective Ass'n, 118 Nev. at
11 895, 59 P.3d at 1217.
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14 As described above, the WCASOA has established that the County violated and
15 breached the CBA by unilaterally removing sections of the CBA related to mandatory topics
16 of bargaining. These actions were taken without bargaining with the WCASOA, despite
17 multiple attempts by the WCASOA to determine if negotiations were needed and/or
18 warranted, and it is undisputed that the WCASOA is the designated representative for these
19 employees.² Finally, the permanent removal of the language from the CBA created a change
20 that has a generalized effect and impact on the bargaining unit members' terms and conditions
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24 ² Article 2 states in part that "In accordance with the provisions of NRS 288, the County has
25 recognized and does recognize the Association as the exclusive bargaining representative of
26 those employees in the bargaining unit." In addition, Article 5(A) defines that "The County
27 recognizes and agrees to deal with employee representatives of the Association on all matters
28 covered by this Agreement." (Motion Ex. 1 WC0005-6).

1 of employment. Service Employees International Union, Local 1107 v. Clark County, Item
2 No. 881, EMRB Case 2021-019 (Oct. 4, 2022).

3 In addition to committing prohibited practices by making unilateral changes to the
4 CBA, the County has also caused an impact to the WCASOA members that requires
5 bargaining. Here, the County is asserting it has a right to transfer and/or assign the WCASOA
6 members under NRS 288.150(3). While the WCASOA does not agree this is accurate, if it
7 were to be found to be, the County is still under the obligation to negotiate the impact its
8 changes are having on the Association and its members. Service Employees International
9 Union, Local 1107, Item No. 881, EMRB Case 2021-019. Under an impact bargaining theory,
10 a party must establish that management is exercising what it believes is its right and that "(2)
11 as a result of the managerial decision, there must be a demonstrable impact that is
12 'significantly related' to a mandatory subject of bargaining and is severable from the
13 managerial decision; (3) the employee organization must have demanded, in writing to
14 negotiate the impact; and (4) the government employer must have refused the employee
15 organization's demand." Id. (citing County of Washoe v. Washoe County Employees
16 Association, EMRB Case No. A1-045365 (March 8, 1984)). Here, the WCASOA has argued
17 that the transfer and/or assignment of its covered members to the Sheriff's Office will
18 eliminate their ability to enforce the express terms and conditions of its CBAs by unilaterally
19 changing multiple articles that are mandatory subjects of bargaining. These changes are a
20 direct impact of the County's unilateral decision to dissolve the DAS, not to appoint a chief,
21 and not to bargain with the WCASOA. The WCASOA has demanded in writing, on multiple
22 occasions, to negotiate the impact of these changes, and the County has refused to do so. (Exs.
23 2-3, WC0164-66). In the County of Washoe decision, this Board determined because the
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1 impact of the managerial decision had a “substantial, significant, and pervasive impact and
2 effect on specific terms and conditions of employment, which are, in and of themselves,
3 mandatory subjects of negotiation, such as wages, overtime, hours of work, days of work,
4 workweek, reduction in force and layoff and such other significant employee concerns as
5 transfer and reassignment, reclassification and retraining, safety, job security, supervision and
6 promotional opportunities” negotiations over the managerial decision was required. County of
7 Washoe, EMRB Case No. A1-045365. This case is on point with that decision, in that the
8 County is claiming a managerial right to transfer/reassign the WCASOA covered members,
9 but this change is having a substantial, significant and pervasive impact on mandatory topics
10 of bargaining, and is thus required to be bargained. Id. The County’s failure to do so is another
11 prohibited practice and additional evidence of their bad faith in this case.
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14 **C. Changes to Department of Alternative Sentencing**

15 The changes proposed and later enacted by the County were done without negotiating
16 with the WCASOA. As noted in its Motion, the County and the WCASAO met on May 21,
17 2025, and August 27, 2025, to discuss the proposed changes to the CBAs and DAS
18 operations. Instead of this being meetings in which the parties met to discuss how they would
19 negotiate any changes, the County imposed its will on the Association and informed the
20 members that it was making unilateral changes to their assignments and to their CBAs and
21 that the County would not be negotiating these changes. The August 27, 2025, meeting was
22 the second meeting between the parties relating to the changes to the CBAs. In the first
23 meeting on May 21, 2025, Patricia Hurley, the Human Resources Director openly admitted
24 she had been working with the justice court and the Sheriff’s Office to determine whether one
25 of these organizations would take over the DAS operations. The WCASOA explained that
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1 they needed to be involved in these discussions as a change to the courts and or the Sheriff's
2 Office would affect the CBAs, and these items must be negotiated. Ms. Hurley and the
3 County refused to permit the WCASOA to be involved, and instead continued discussions
4 with these other departments without any input from the WCASOA.

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6 Following the August 27, 2025, meeting, the County mandated that the WCASOA
7 members attend a meeting on September 3, 2025. At this meeting, Ms. Hurley advised that
8 the WCASOA members were being placed under the Sheriff's Office, confirmed that no new
9 chief would be appointed, and refused to discuss the unilateral changes the County was
10 making to the CBAs.

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12 This FAC has been filed to ensure that the mandatory topics of bargaining are
13 negotiated as required, and that the unilateral changes being imposed by the County be
14 stopped. As such, the internal audit cited by the County has very little bearing on the matter of
15 negotiations, other than where it encroaches on mandatory subjects of bargaining. For
16 example, where it discusses the take home vehicles, the audit states that the policy should be
17 updated to include disciplinary actions that could result. (Motion Ex. 4 WC0110). Given that
18 this could possibly affect the discipline/discharge procedures for the WCASOA members,
19 negotiations between the parties would need to occur. However, as detailed below, the County
20 seemingly fabricated a reason it was no longer going to permit the use of take-home vehicles
21 in an attempt to again avoid negotiating with the WCASOA. Further, the audit contains
22 unsubstantiated and blatantly false information accusing WCASOA members of timecard
23 fraud and of taking law enforcement actions they are not authorized to do. (Id. at WC0110-
24 11). This report was drafted after the former chief had resigned and was under criminal
25 investigation, after the Secret Service had closed the building, and after extensive, negative
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1 TV and print coverage of the investigation. Clearly, the County was at a minimum
2 embellishing about the acts and costs related to the WCASOA covered members as a
3 concerted effort to take action against them for imagined violations so that the County could
4 try to appease the public perception surrounding this department.

5 **D. Take Home Vehicles.**

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7 A “past practice” is defined as “the accepted course of conduct characteristically
8 repeated in response to the given set of underlying circumstances. . . . It must be accepted in
9 the sense of being regarded by the men involved as the normal and proper response to the
10 underlying circumstances presented.” City of Reno v. Reno Fire Dep’t Admin. Ass’n, 111 Nev.
11 1004, 1009-1010, 899 P.2d 1115, 1119 (1995) (quoting Richard Mitterthal, Past Practice and
12 the Administration of Collective Bargaining Agreements, 59 Mich. L. Rev. 1017 (1961)). To
13 sustain the burden of proof that a past practice becomes an enforceable right under a collective
14 bargaining agreement, the movant must show by clear and convincing evidence that the
15 practice is “(1) unequivocal; (2) clearly enunciated and acted upon; and (3) readily
16 ascertainable over a reasonable period of time as a fixed and established practice accepted by
17 both Parties.” Id. (citing Frank Elkouri & Edna A. Elkouri, How Arbitration Works 439 (4th
18 ed. 1985)). The WCASOA covered members have had take-home vehicles since 2006. During
19 this time, the use of these vehicles was unequivocal, clearly enunciated and acted upon and
20 has become an enforceable right under the CBAs. This was demonstrated following the
21 County’s attempt to remove these vehicles, unilaterally, from the WCASOA covered
22 members. In May 2025, current County Manager Kate Thomas ordered Sergeant Kautz to
23 remove vehicles from two members and then instructed him that all the vehicles would be
24 removed based on “IRS regulations.” Following this, the WCASOA requested a meeting to
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1 discuss in part the unilateral removal of these vehicles as the use of these vehicles. On May
2 21, 2025, the parties met and the WCASOA informed the County that the use of these vehicles
3 was a past practice, that had been accepted by both parties since 2006, and that any change to
4 this would need to be negotiated or a grievance would be filed. Following this meeting, the
5 County decided to restore the vehicles to the two members and has taken no further action to
6 remove these vehicles from the WCASOA covered members. The County's actions evidence
7 that it understands this is a past practice, accepted by both parties, and that any change must be
8 negotiated between the parties.
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10 In its Motion, the County claims that "no action was taken to remove take-home
11 vehicles." On May 20, 2025, Ms. Thomas communicated that her plan was to have Sergeant
12 Kautz discontinue the use of take-home vehicles for all members except for those on call.
13 (Exhibit 4). This clearly contradicts the County's claims that no action was taken to remove
14 these vehicles. Bad faith, is the converse of good faith, is defined as acting "without a
15 reasonable basis or with knowledge or reckless disregard of the lack of a reasonable basis."
16 Falline v. GNLV Corp., 823 P.2d 888, 891 (1991). A party is acting in bad faith when it acts
17 in a manner so as to "mislead or deceive another, or a neglect or a refusal to fulfill some duty
18 or some contractual obligation." Land Resources Dev. v. Kaiser Aetna, 100 Nev. 29, 33, 676
19 P.2d 235, 237 (1984). The inaccuracies proffered by the County related to the subject of take-
20 home vehicles only reinforces the bad faith that the WCASOA has experienced related to the
21 recent acts by the County to unilaterally alter its CBAs.
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25 **E. Interference with the Exercise of any Right Under this Chapter.**

26 NRS 288.270(1)(a) defines that it "is a prohibited practice for a local government
27 employer . . . to "Interfere, restrain or coerce any employee in the exercise of any right
28

1 guaranteed under this chapter.” “An employer violates this provision when it engages in
2 conduct which may reasonably be said tends to interfere with the free exercise of employee
3 rights under the Act.” Las Vegas City Employees Association and Val Sharp v. City of Las
4 Vegas, Item No. 804, EMRB Case No. A1-046108 (May 18, 2015) (citing Clark County
5 Classroom Teachers Assoc. v. Clark County School Dist., Item No. 237, EMRB Case No. A1-
6 045435 (Dec. 13, 1989)). There are three elements to a claim of interference with a protected
7 right: “(1) the employer's action can be reasonably viewed as tending to interfere with, coerce,
8 or deter; (2) the exercise of protected activity [by NRS Chapter 288]; and (3) the employer
9 fails to justify the action with a substantial and legitimate business reason.” AFSCME Local
10 4041 v. State of Nevada, Department of Health and Human Services, Aging and Disability
11 Services Division, Desert Regional Center, et al., Item No. 861-B, EMRB Case 2020-001
12 (2021).

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14
15 In this matter the rights guaranteed under NRS Chapter 288 are found in NRS 288.150
16 and NRS 288.270. The WCASOA brought forth complaints beginning in May 2025 that the
17 County was violating its members’ rights by at first taking away vehicles and then later by
18 threatening to, and actually, dissolving the DAS. In doing so, the County has interfered with
19 the WCASOA members’ rights to bargain, to negotiate changes to their CBAs, to contest
20 disciplinary actions and to file grievances, at a minimum. In addition, the WCASOA has
21 brought forth claims of discrimination based on personal and/or political reasons that are
22 addressed below. Since exercising their rights to question the County’s activities related to
23 bargaining, grievances and discrimination, the WCASOA members have been subjected to
24 extreme scrutiny, accused of committing timecard fraud, misusing County vehicles, accused of
25 failing to report suspected criminal activity, and have had their supervision removed
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1 effectively eliminating multiple sections of the CBA. The County's business reasons seem to
2 be that the DAS was not functioning to its liking, but no other reasons have been offered or
3 advanced. The WCASOA covered members are in constant fear that they will be subjected to
4 additional negative employment actions if they continue to question these employment
5 practices and attempt to enforce their CBAs. "It matters not whether the [employer's] language
6 or acts were coercive in actual fact," but that it reasonably could be conceived to coerce or
7 deter activity. AFSCME, Local 4041, Item No. 861-B, EMRB Case 2020-001. The actions by
8 the County can reasonably be seen to deter or coerce members from enforcing their rights in
9 the future, which is sufficient to establish this violation. Id.

11 **F. Interference in the Administration of any Employee Organization.**

12 NRS 288.270(1)(b) defines that it "is a prohibited practice for a local government
13 employer . . . to "Dominate, interfere or assist in the formation or administration of any
14 employee organization." There can be a violation of this statute provision when the employer
15 works with outer outside of the employee organization regarding the administration of the
16 employee organization. See Nevada Classified School Employees Association, AFT/PSRP,
17 Local 6181, AFL-CIO vs. Truckee-Carson Irrigation District, Item No. 647-B, EMRB Case
18 No. A1-045895, (May 14, 2009).

21 In this matter, the WCASOA became aware in or around early May 2025, that the
22 County was in discussions with the Sheriff's Office and the justice court to take over DAS
23 operations and to transfer the WCASOA covered members under one of these departments.
24 The WCASOA immediately contacted the County and met with them on May 21, 2025. At
25 this meeting, Ms. Hurley admitted that the County was in discussions with the Sheriff's Office
26 and the justice court to possibly take over the DAS, which would lead to a change for the
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1 WCASOA covered members. It was at this point that the WCASOA advised the County that
2 any such change would require negotiations, and that it viewed the County's failure to include
3 the WCASOA in these discussions as interference with the administration of the WCASOA.
4 The County refused to permit the WCASOA to be a part of these discussions and stated that it
5 would update the Association on any advances in these discussions, to which the WCASOA
6 reiterated that it must be involved. The WCASOA made several attempts to meet with the
7 County, which were not granted. It was not until August 27, 2025, that the County reached
8 back out to the WCASOA, and at this meeting there was no discussion, only the unilateral
9 decision by the County to not appoint a chief and to move the WCASOA to the Sheriff's
10 Office. This directly affected the members and the terms and conditions of the CBA, and
11 mandatory subjects of bargaining, while also interfering with the administration of the
12 WCASOA. The Association again expressed that it believed the County was violating its
13 rights under NRS 288, but the County refused to have any further discussions. Thus, the
14 County has taken a final action that created a realistic interference with the WCASOA and
15 have violated NRS 288.270(1)(b).
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19 **G. Ripeness**

20 A case is ripe for review when "the degree to which the harm alleged by the party
21 seeking review is sufficiently concrete, rather than remote or hypothetical, [and] yield[s] a
22 justiciable controversy." Cote H. v. Eighth Judicial Dist. Court, 124 Nev. 36, 38, 175 P.3d
23 906, 907 n.1 (2008) (quoting Herbst Gaming, Inc. v. Sec'y of State, 122 Nev. 877, 887-88, 122
24 Nev. 877, 141 P.3d 1224, 1230-31 (2006)).
25

26 In this case, the matter is justiciable and ripe for a decision as the actions are concrete
27 and are not hypothetical. First, the County has already removed the ability for the WCASOA
28

1 covered members to grieve a violation of the CBA, to contest discipline, to grieve discipline
2 (in this case that involves a unilateral transfer for punishment where the WCASOA was forced
3 to forego the first step in the grievance process), to follow the outlined leave procedures in the
4 CBA, to follow the defined uniform, callback and standby provisions of the CBA, and the
5 County has refused to negotiate its unilateral changes. (Exhibit 2). These are all actual actions
6 that the County has taken, and all of these give rise to a justiciable controversy.
7

8 The County also argues that because no actual transfer has occurred there is no
9 justiciable controversy. However, the County is attempting to include the outstanding
10 grievance filed by the WCASOA regarding transfers for punishment that violate NRS Chapter
11 289 and that are not in front of this Board. The actual controversy at dispute here involves the
12 unilateral changes to the CBA, allegations of discrimination for personal and/or political
13 reasons, interference with the WCASOA covered members' rights under NRS Chapter
14 288.270 and interference with the Association under NRS Chapter 288.270. The County fails
15 to make any argument that these matters are not ripe for review by this Board or that no
16 justiciable controversy exists regarding these allegations of prohibited practices.
17
18

19 What is clear from the FAC, and from this Reply, is that the County has committed
20 numerous prohibited practices that are ripe and under the exclusive jurisdiction of this Board.
21 Moreover, on December 9, 2025, the County unilaterally mandated that all WCASOA
22 members cash out their accrued compensatory time due to being transferred to a new
23 department. This unilateral action constitutes an additional prohibited practice as the current
24 CBAs do not require a compensatory time cash out, and instead only limits the number of
25 hours of accrual. (Motion Ex. 1 WC0017, Ex. 2 WC0052-53). This is yet another example of
26 actual actions taken by the County that this Board is being asked to adjudicate. Clearly, there
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28

1 is are justiciable controversies that exist in this matter and the County's ripeness argument is
2 without merit. Cote H., 124 Nev. at 38, 175 P.3d at 907 n.1.

3 **H. Discrimination for personal and/or political reasons.**

4 These claims of discrimination are analyzed under the framework set forth in Reno
5 Police Protective Ass'n v. City of Reno, 102 Nev. 98, 715 P.2d 1321 (1986), which was later
6 modified in Bisch v. Las Vegas Metro Police Dep't., 302 P.3d 1108 (Nev. 2013). David
7 O'Leary v. Las Vegas Metropolitan Police Department, Item No. 803, EMRB Case No. A1-
8 046116 (May 15, 2015). This is a burden-shifting framework that first obligates the claimants
9 to present credible evidence that supports the inference that personal or political reasons were
10 a motivating factor in the employer's actions against them. Id. If the complainants are able to
11 meet this burden, then this burden of proof shifts to the employer show by a preponderance of
12 the evidence that it would have taken the same action against complainants even in the
13 absence of protected personal or political reasons. Id. Complainants may present evidence to
14 discredit the employer's reasons as pre-text. "A respondent does not carry its burden if its
15 proffered reasons do not pass the test of reasonableness in light of the factual circumstances
16 and protected rights at issue in a given case." Id. (citing Reno Police Protective Ass'n, at 101,
17 715 P.2d at 1323.10). The EMRB defined personal or political discrimination in Steven B.
18 Kilgore vs. City of Henderson and Henderson Police Department, Item No. 550H, EMRB
19 Case No. A1-045763 (March 30, 2005) by explaining the following:

20
21 Black's Law Dictionary defines "Personal" to mean "[a]ppertaining to
22 the person belonging to an individual" Black's Law Dictionaries
23 792 (6th ed. 1991). Additionally, term "political or personal reasons or
24 affiliations" is preceded in NRS 288.270(1)(f) by a list of factors,
25 "race, color, religion, sex, age, physical or visual handicap, national
26 origin," that can best described as "non-merit-or-fitness" factors, i.e.,
27 factors that are unrelated to any job requirement and not otherwise
28

1 made by law a permissible basis for discrimination. The doctrine of
2 *ejusdem generis* states that where general words follow an
3 enumeration of particular classes of things, the general words will be
4 construed as applying only to those things of the same general class as
5 those enumerated. Black's Law Dictionary 357 (6th ed. 1991). Thus,
6 the proper construction of the phrase "personal reasons or affiliations"
7 includes "non-merit-or-fitness" factors, and would include the dislike
8 of or bias against a person which is based on individual's
9 characteristics, beliefs, affiliations, or activities that do not affect the
10 individual's merit or fitness for any particular job."

11 As detailed in the FAC, in or around March 2025, the former chief of the DAS
12 resigned suddenly due to allegations of criminal misconduct. This resignation resulted in the
13 Association members being locked out of their assigned work building for several days,
14 multiple and repeated news stories, both TV and print, as well as accusations that the chief's
15 alleged misconduct included multiple officers at DAS. Since March 2025, the County has
16 continuously and increasingly scrutinized the Association members and DAS. The County
17 ordered an audit of DAS, and the County took unilateral action to remove take home vehicles
18 from several DAS members which was only halted when the WCASOA disputed this and
19 threatened to file a grievance. Following the chief's resignation, the County began questioning
20 DAS expenditures and Association members' activities. Prior to the former chief being alleged
21 of misconduct, the DAS was praised for its activities, and the Association members were
22 praised for their work.

23 Since March 2025, during multiple conversations with members of the DAS, current
24 County Manager Kate Thomas repeatedly stated that the DAS and the Association members
25 were now being heavily scrutinized due to the public "perception" involving the former chief,
26 and the County was reacting to the heightened media coverage surrounding this event. In
27 addition, the Association members began to receive questions about their work performance,
28

1 despite never having been questioned previously. At no point did Ms. Thomas state that the
2 increased scrutiny or intense questioning of the Association members' job performance was
3 related to their merit or fitness for the positions. Rather, Ms. Thomas would repeat that this
4 was based on the public "perception" surrounding the former chief's allegations of
5 misconduct.
6

7 The facts clearly support that had the chief of DAS never been alleged to have
8 committed a crime, leading to the investigation by the Secret Service and extensive news
9 coverage, we would not be here disputing this today. The County's audit does not call for
10 complete restructuring of DAS to another department. Instead, it offers ways that DAS can be
11 more productive moving forward to ensure better fiscal responsibility and attempt to remain
12 within its budget. Yet, after the negative and intense news coverage continued, and Ms.
13 Thomas reiterated multiple times this perception was driving the County's actions, the DAS
14 was to be dissolved, no chief appointed, the WCASOA covered members were threatened
15 with the removal of their vehicles, transfer, a refusal to bargain and the inability to grieve
16 violations of their CBAs.
17

18 While it is not often that an employer will state their true reasons for taking an action,
19 especially one that is illegal, we received extensive insight into the County's reasons for
20 coming after the WCASOA and DAS from BOCC member Mike Clark. First, Mr. Clark
21 admitted that the reasons for dismantling DAS were not financial, but rather due to the
22 reputational damage the County had supposedly suffered as fallout from the negative news
23 coverage related to this department. (Exhibit 5 at 2:48:34, [https://washoe-
24 nv.granicus.com/MediaPlayer.php?view_id=6&clip_id=4871](https://washoe-nv.granicus.com/MediaPlayer.php?view_id=6&clip_id=4871)). In fact, at the October 14,
25 2025, BOCC meeting, Mr. Clark specifically identified WCASOA President Mark Wickman
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1 and insinuated that Mr. Wickman had knowledge of the former chief's criminal activity and
2 has simply chosen to protect him. (Exhibit 6 at 24; Exhibit 5 at 2:45:00). Mr. Clark expressed
3 the reasons behind the County's actions, and readily admitted they were not for financial
4 reasons, but rather due to the perceived damage the DAS had allegedly caused to the County's
5 reputation. (Exhibit 6 at 23-24). Mr. Clark even went as far as to suggest that the WCASOA
6 had knowledge of the criminal activity the former chief is alleged to have committed, and "if
7 they had come forward, the Board would not need to spend time restructuring a department
8 that had previously functioned successfully." (Id.) Mr. Clark made similar statements at the
9 October 21, 2025, BOCC meeting. (Exhibit 7). These statements solidify that the WCASOA
10 members are being treated and discriminated against in this manner only due to the perception
11 that they are somehow culpable in the former chief's activities and not based on merit or
12 fitness. Mr. Clark's statements are outlined in the meeting minutes and include that he said
13 "that while he supported the employees, the events that had occurred were damaging to the
14 County's reputation, and such mismanagement was unacceptable. He acknowledged that he
15 did not have all the details of the situation but believed that the truth would eventually be
16 revealed. He added that he suspected the events were serious, as the DOJ would not close a
17 small County office without cause. He said that there were 4,000 or 5,000 counties in the US
18 and believed that few, if any, had the dubious distinction of having a department closed
19 due to employee mismanagement. He emphasized that the County needed to avoid such a
20 reputation." (Id.) Mr. Clark continued by stating he "believed that the program's management
21 should be held accountable and that questions should be directed to individuals who might
22 have witnessed incidents that should have been reported. He suggested that employees may
23 have had some awareness of what was occurring, and if they had come forward, the Board
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1 would not need to spend time restructuring a department that had previously functioned
2 successfully. He said that the Board could not overlook the issues." (Id.) Mr. Clark,
3 speaking as a public official and member of the County's decision makers regarding the DAS
4 and the WCASOA, made it abundantly clear that he believed the reputation of the County had
5 been damaged, that the current WCASOA membership were somehow implicated in this
6 reputational damage, and that he was supporting the actions against the WCASOA covered
7 members due to reputational damage. This is on point with the O'Leary decision and
8 demonstrates that the County's actions against the DAS are based on the public's perception
9 and not on merit or fitness for their positions or any other proffered reason the County has
10 attempted to invent. Mr. Clark specifically stated that "cost savings" from this move are "not a
11 big deal" and that the County now has "egg on its face" because of the actions, or in his
12 opinion, inaction of certain DAS members to include WCASOA President Wickman. (Exhibit
13 5 at 2:46:50). Mr. Clark, who is again making decisions related to the future of the DAS and
14 by extension the WCASOA, repeated that having the "Feds come in" has hurt the County's
15 "reputation" as the County now has the "dubious distinction" of having had one of its building
16 closed by a federal agency. (Exhibit 5 at 2:47:47). In addition, Mr. Clark admits that he was
17 meeting with other agencies to discuss DAS but did not include the WCASOA regarding the
18 DAS's future. (Exhibit 5 at 2:49:00). There is no question that the County has taken action
19 against the WCASOA due to political reasons and against President Wickman for personal
20 reasons, both of which are prohibited practices under NRS 288.270(1)(f). Kilgore, Item No.
21 550H, EMRB Case No. A1-045763.

22 The County's given reasons for its moves are clearly pretextual and do not pass the
23 required reasonableness test. There is no need to remove DAS, a department that has thrived
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1 for decades while also continuously receiving accolades for its officers' performance. The
2 only thing that changed was the public perception due to the Secret Service closing the DAS
3 building which led to extensive and continuing negative media coverage. The County's
4 proffered reasons for the actions it is taking against the DAS and the WCASOA are clearly
5 pretextual, and in no way pass muster to rebut the evidence provided by the WCASOA. For
6 these reasons, they have violated the WCASOA covered members' rights under NRS
7 288.270(1)(f). O'Learv. Item No. 803, EMRB Case No. A1-046116.

8 9 III. CONCLUSION

10 As described and detailed in the herein and in the FAC, Respondent Washoe County
11 has and is committing multiple prohibited practices that fall squarely under this Board's
12 exclusive jurisdiction. Therefore, Complainant Washoe County Alternative Sentencing
13 Officers Associations respectfully requests the Board **DENY** the Respondent's Motion to
14 Dismiss and set this matter for a hearing.

15
16 DATED this 10th day of December, 2025.

17 /s/ Ronald J. Dreher _____
18 Ronald J. Dreher
19 NV Bar No. 15726
20 DREHER LAW
21 P.O. Box 6494
22 Reno, NV 89513
23 Telephone: (775) 846-9804
24 ron@dreherlaw.net
25 *Attorney for Complainant*

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Exhibit No.	Description	Pages
1	May 22, 2025 e-mail	2
2	Rule 11 Response e-mail	3
3	May 1, 2025, e-mail chain	2
4	May 1, 2025, e-mail chain with Kate Thomas	3
5	Hyperlink to BOCC October 14, 2025 Meeting	N/A
6	Meeting minutes form BOCC October 14, 2025 meeting	31
7	Meeting minutes form BOCC October 21, 2025 meeting	39

CERTIFICATE OF SERVICE

Pursuant to NAC 288.070, the undersigned hereby certifies that on this date I served a true and correct copy of the preceding document addressed to the following:

Christopher J. Hicks
Washoe County District Attorney
Chaz Lehman, Esq.
Brandon Price, Esq
One South Sierra St.
Reno, NV 89501
Attorneys for Respondent

by electronic service by transmitting the copy electronically as an attachment to electronic mail in portable document format.

DATED this 10th day of December, 2025.

/s/ Ronald J. Dreher _____
Ronald J. Dreher
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Telephone: (775) 846-9804
dreherlaw@outlook.com
Attorney for Complainant

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CERTIFICATE OF SERVICE

Pursuant to NAC 288.070, the undersigned hereby certifies that I served a true and correct copy of the preceding document addressed to the following:

Marisu Abellar
Commissioner, EMRB
MAbellar@emrb.nv.gov
3300 W. Sahara Avenue
Suite 260
Las Vegas, NV 89102

by electronic service by transmitting the copy electronically as an attachment to electronic mail in portable document format.

Dated this 10th day of December, 2025.

/s/ Ronald J. Dreher
Ronald J. Dreher
NV Bar No. 15726
DREHER LAW
P.O. Box 6494
Reno, NV 89513
Telephone: (775) 846-9804
dreherlaw@outlook.com
Attorney for Complainant

EXHIBIT 1

EXHIBIT 1

FW: Article 18 temporary Supervisory Pay



Mark Wickman
Officer
Probation | Washoe County Dept. of Alternative Sentencing
mwickman@washoecounty.us | Office: 775-225-4777
1530 E 6th St., Reno, NV 89512



From: Hurley, Patricia <PHurley@washoecounty.gov>
Sent: Thursday, May 22, 2025 8:12 AM
To: Wickman, Mark J <MWickman@washoecounty.gov>
Cc: Flickinger, Chesa L. <CFlickinger@washoecounty.gov>
Subject: RE: Article 18 temporary Supervisory Pay

Hi Mark,

It was nice seeing you yesterday. Please let me investigate this with the team. Thank you, Patricia



Patricia Hurley
Director | Department of Human Resources
phurley@washoecounty.gov | Office: 775.328.2087 | Fax: 775.328.6119
1001 E. Ninth St., Bldg. A, Reno, NV 89512
Office Hours: Monday-Friday | 8:00am-5:00pm



From: Wickman, Mark J <MWickman@washoecounty.gov>
Sent: Thursday, May 22, 2025 7:32 AM
To: Hurley, Patricia <PHurley@washoecounty.gov>
Cc: Flickinger, Chesa L. <CFlickinger@washoecounty.gov>
Subject: Article 18 temporary Supervisory Pay

Morning Patricia, again thanks for your time today.

C-000002

I understand that it was stated yesterday we currently do not have a Chief. However, I want to highlight that Sgt. Kautz has been performing the duties typically associated with that role and has received an administrative pay raise of 5%.

Per the Supervisory WCASOA contract, Article 18 – *Temporary Supervisory Pay*, any employee temporarily assigned to a higher-level position for at least fifteen (15) consecutive calendar days—and who assumes full responsibility for the duties of that position—is entitled to additional compensation. This pay adjustment is up to 10% above their base rate or the minimum pay of the higher classification, whichever is greater. The determination of the appropriate pay rate should follow the rules of salary on promotion as outlined in the Merit Personnel Ordinance (Section 5.119). The increased compensation should commence on the first day of the assignment and continue until it is officially concluded by the Chief or designee.

Given that Sgt. Kautz is covered under this contract, I want to ensure he is receiving the appropriate compensation in alignment with the contractual provisions. It's important that his efforts and temporary leadership are recognized fairly and in compliance with the agreement.

Please let me know if further clarification or action is needed.



Mark Wickman

Officer

Probation | Washoe County Dept. of Alternative Sentencing

mwickman@washoecounty.us | Office: 775-225-4777

1530 E. 6th St., Reno, NV 89512



C-000003

EXHIBIT 2

EXHIBIT 2



Outlook

RE: Rule 11 letter (Motion To Dismiss)**From** Lehman, Chaz <clehman@da.washoecounty.gov>**Date** Tue 11/4/2025 11:33**To** Ronald J. Dreher Esq. (dreherlaw@outlook.com) <dreherlaw@outlook.com>**Cc** Price, Brandon <brprice@da.washoecounty.gov>

3 attachments (21 MB)

WASHOE COUNTY'S MOTION TO DISMISS COMPLAINT-11.04.25.pdf; EXHIBITS FOR MOTION.pdf; EXHIBITS FOR MOTION.pdf;

Ron,

Thank you for your response.

As stated in our October 20 letter, the County remains committed to honoring the terms of the current collective bargaining agreement. We continue to believe that the allegations in the Complaint are unsupported by the facts, as outlined in the data and documentation previously provided. Additionally, we note that the Complaint was served on the County on October 14, 2025. In light of that, please find attached the County's Motion to Dismiss and Answer to the Complaint that were filed with the EMRB today.

With respect to your inquiry regarding renegotiation of the CBA, the County is not presently seeking to reopen or renegotiate the agreement, as it is the County's position that the terms of the CBA remain unchanged and in effect. However, should there be any rights, benefits, conditions, or other terms of the agreement that may be impacted as a result of the possible upcoming transfer of employees, the County will engage in discussions with the Association at the appropriate time and in accordance with its obligations under NRS Chapter 288. This is not to suggest that any such changes are currently contemplated or inevitable, but rather to affirm the County's commitment to good faith dialogue should the need arise.

We continue to encourage informal resolution of disputes where possible and remain open to further discussions.

Sincerely,

Chaz Lehman



Chaz Lehman
Deputy District Attorney
District Attorney's Office
clehman@da.washoecounty.gov | O: 775-337-5700
One South Sierra Street, Reno, NV 89501



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C-000005

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From: Ronald Dreher <dreherlaw@outlook.com>
Sent: Monday, November 3, 2025 4:30 PM
To: Lehman, Chaz <clehman@da.washoecounty.gov>; Price, Brandon <brprice@da.washoecounty.gov>
Subject: Rule 11 letter

Chaz,

Good morning. We have continuously stated to the county that the WCASOA would be and is willing to discuss any proposed changes to the CBA that the county would like to address. We have reached out on multiple occasions in an attempt to avoid the need to file a complaint, but we were ignored and/or told the county did not want to have any discussions. This has now continued with the unilateral changes made to the CBA, leaving us with no choice but to file with the EMRB. Again, is the county asking the WCASOA to renegotiate the CBAs? If so, we are prepared to listen to the county's ideas regarding how this would happen, which articles the county would like to address, and any other informal items the county would like to discuss.

The complaint filed on behalf of the WCASOA contains factual allegations that are supported by the evidence that the county has unilaterally changed the CBA in such a manner that the members cannot comply with the express terms of the CBA. The allegations that we have somehow altered the facts and filed a frivolous complaint are baseless and completely without merit. The WCASOA is made up of professional law enforcement officers, and despite what is stated in the October 20 letter, as well as Mr. Clark's comments, these officers and I are not making false statements, or in any way doing anything untoward, illegal, or frivolous. Please take time to reread the complaint that was filed with your office received on October 9, and you will see that the allegations include that the WCASOA cannot comply with the express terms of the agreement, as they were negotiated and agreed to, based solely on the county's actions. Moreover, the county's new manager, as well as some of the BOCC have clearly stated that the actions being taken are based solely on the public's perception and the "black eye" this unit is alleged to have caused the county. Clearly, your client is violating the WCASOA members' rights, and we are entitled to enforce those rights through the EMRB.

I'm always happy to discuss this further if you would like.
 Ron

Ronald J. Dreher, Esq.
 Dreher Law
 P.O. Box 6494
 Reno, NV 89513
 (775) 846-9804

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C-000006

EXHIBIT 3

EXHIBIT 3



Outlook

Re: Reschedule

From Ronald Dreher <ron@dreherlaw.net>**Date** Thu 5/1/2025 13:46**To** Thomas, Kate L <KAThomas@washoecounty.gov>; Wickman, Mark J <MWickman@washoecounty.gov>**Cc** Hurley, Patricia <PHurley@washoecounty.gov>; Flickinger, Chesa L. <CFlickinger@washoecounty.gov>;
Price, Brandon <brprice@da.washoecounty.gov>

Ms. Thomas,

Good afternoon. My name is Ron Dreher and I am the attorney and labor representative for the Washoe County Alternative Sentencing Officers' Association. I am reaching out to you as I am deeply concerned with some of the information that I have learned recently regarding this union and actions that may be being undertaken by the County and/or its representatives. We have made several attempts to meet with you, but this has so far been unsuccessful. Given what I have learned, I believe that a meeting is necessary to ensure that nothing untoward is taking place and to ensure that the negotiated agreement is being respected and followed.

While I realize you cancelled our meeting scheduled for tomorrow afternoon, and have now pushed this out to some unknown future date, I am requesting that we set a meeting for mid- to late next week to discuss the union's concerns, and ensure the harmonious labor relationship that has existed between the County and the Association continues.

Thank you for your attention to this matter, and I look forward to meeting with you next week.
Ron

Ronald J. Dreher, Esq.
Dreher Law
P.O. Box 6494
Reno, NV 89513
(775) 846-9804

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From: Thomas, Kate L <KAThomas@washoecounty.gov>**Sent:** Wednesday, April 30, 2025 16:31**To:** Wickman, Mark J <MWickman@washoecounty.gov>**Cc:** Hurley, Patricia <PHurley@washoecounty.gov>; Flickinger, Chesa L. <CFlickinger@washoecounty.gov>;

C-000009

Ronald Dreher <ron@dreherlaw.net>

Subject: RE: Reschedule

We will be in touch, thanks.



Kate Thomas

Assistant County Manager | Washoe County

kathomas@washoecounty.gov | Office: 775.328.2008

1001 E. Ninth St., Bldg. A, Reno, NV 89512



From: Wickman, Mark J <MWickman@washoecounty.gov>

Sent: Tuesday, April 29, 2025 2:40 PM

To: Thomas, Kate L <KAThomas@washoecounty.gov>

Cc: Hurley, Patricia <PHurley@washoecounty.gov>; Flickinger, Chesa L. <CFlickinger@washoecounty.gov>;

Ronald Dreher <ron@dreherlaw.net>

Subject: RE: Reschedule

Ok is there a way to get some dates to reschedule within the next week or two?

From: Thomas, Kate L <KAThomas@washoecounty.gov>

Sent: Tuesday, April 29, 2025 11:29 AM

To: Wickman, Mark J <MWickman@washoecounty.gov>

Cc: Hurley, Patricia <PHurley@washoecounty.gov>

Subject: Reschedule

Officer Wickman,

There are other conceptual ideas that are being discussed and as such, I would like to move the meeting scheduled for this Friday to a later date so we can have a more productive conversation. I am sending a cancellation to the parties on my end if you will do the same. I am copying HR Director Hurley as well, thanks.

Kate



Kate Thomas

Assistant County Manager | Washoe County

kathomas@washoecounty.gov | Office: 775.328.2008

1001 E. Ninth St., Bldg. A, Reno, NV 89512



C-000010

EXHIBIT 4

EXHIBIT 4

Fwd: County Vehicle Use

From: Thomas, Kate L <KAThomas@washoecounty.gov>
Sent: Thursday, May 1, 2025 11:02 AM
To: Kautz, Joshua <JKautz@washoecounty.gov>; Batter, Michelle <MLBatter@washoecounty.gov>
Cc: Brown, Eric P. <EPriceBrown@washoecounty.gov>; Hill, Cathy <chill@washoecounty.gov>; Yacoben, Abbe <AYacoben@washoecounty.gov>
Subject: County Vehicle Use

Michelle and Sergeant Kautz,

Based on the findings in the internal audit preliminary document received the week before last as well as the additional information provided from the County Comptroller below/IRS regulations, it is clear that only the officers that are actively in "on call status" qualify for a take home vehicle.

I understand the concerns about the transfer of firearms and other issues however I can't argue with the eligibility regulations set forth by the Internal Revenue Service. As I have been asked by executive staff to provide updates on this issue, we will need to develop a plan to immediately terminate the use of take-home vehicles by DAS employees other than those that are specifically on call (and receiving on call pay/in on call status).

Please understand that I am not in a position to make an exception to the IRS regulations. I am concerned that this also becomes a personal liability and that unless you are actively in "on call status", these vehicles are considered taxable income to you and the officers. I am happy to set up a meeting with the Comptroller or budget staff if you have questions.

Thanks for understanding as we continue to strive for consistent and legal policies and procedures.
Kate



Kate Thomas
Assistant County Manager | Washoe County
kathomas@washoecounty.gov | Office: 775.328.2008
1001 E. Ninth St., Bldg. A, Reno, NV 89512


From: Hill, Cathy <chill@washoecounty.gov>
Sent: Tuesday, April 22, 2025 1:41 PM
To: Thomas, Kate L <KAThomas@washoecounty.gov>
Subject: County Vehicles

C-000012

Hello Kate –

Thank you for the information on County vehicles being taken home by Department of Alternative Sentencing employees.

In reviewing the Internal Revenue Service guidelines, there are regulations surrounding the qualified nonpersonal use vehicles, benefit and possible taxability of events for certain employees taking home County vehicles. In addition to the IRS guidelines there are also increased risk exposures associated with these events. The IRS recognizes that there may be employees whose government job requires the use of County vehicles. The vehicles/positions that meet the IRS guidelines of "qualified nonpersonal use vehicles"

Eligible Vehicles

Clearly marked police, fire or public safety officer vehicles

IRS Definition – a clearly marked police, fire or public safety officer vehicle is a qualified nonpersonal use vehicle only if the following apply

The employee must always be on call

The employee must be required by the employer to use the vehicle for commuting

The employer must prohibit personal use (other than commuting) for travel outside of the officer jurisdiction

It is readily apparent, by words or painted insignia, that the vehicle is a public safety vehicle. A marking on a license plate isn't a clear marking for this purpose.

Unmarked vehicles used by law enforcement officers if the use is officially authorized

(screenshot below)

Qualified Nonpersonal Use Vehicles

Use of a qualified nonpersonal use vehicle, including commuting, is excludable to the employee as a working condition fringe benefit if the specific requirements for the type of vehicle are met. Recordkeeping and substantiation by the employee are not required by the IRS. IRC Sections 274(d) and (j); Treas. Reg. Section 1.132-5(h)

Eligible Vehicles

A qualified nonpersonal use vehicle is any vehicle that the employee is not likely to use more than minimally for personal purposes because of its design. Qualified nonpersonal use vehicles generally include:

Clearly marked police, fire or public safety officer vehicles (discussed below).

Unmarked vehicles used by law enforcement officers if the use is officially authorized (discussed below).

Qualified specialized utility repair truck (discussed below).

An ambulance or hearse used for its specific purpose.

Any vehicle designed to carry cargo with a loaded gross vehicle weight over 4,000 pounds.

Delivery trucks with seating for the driver only, or the driver plus a folding jump seat.

This guidance supports the denial of Department of Alternative Sentencing employees taking home County vehicles.

Please let me know if you have any questions.

Cathy

<image012.png> Cathy Hill
Comptroller
chill@washoecounty.gov | Office: 775.328-2563
1001 E. Ninth St., Building D
Reno, NV 89512
In Office – Monday – Thursday 8:00am-3:00pm, Friday 8:00am-10:00am
<image008.png>

C-000013

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C-000014

EXHIBIT 6

EXHIBIT 6

BOARD OF COUNTY COMMISSIONERS WASHOE COUNTY, NEVADA**TUESDAY 10:00 A.M. OCTOBER 14, 2025****PRESENT:**

Alexis Hill, Chair **Jeanne Herman, Vice Chair**
Michael Clark, Commissioner* **Mariluz Garcia, Commissioner** **Clara Andriola, Commissioner**
Janis Galassini, County Clerk **Kate Thomas, Interim County Manager**
Michael Large, Chief Deputy District Attorney

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

25-0678 AGENDA ITEM 3 Public Comment.

Mr. Terry Brooks read an original poem regarding discrimination and gender.

Ms. Pam Roberts displayed a document, copies of which were distributed to the Board and placed on file with the Clerk. She relayed that she was the past Senior Advisory Board (SAB) Chair who only served one term. She reported that recent attacks were made against the SAB by Commissioner Clark on October 8, 2025. She indicated that Commissioner Clark stated that the SAB was not in touch with seniors, that nothing was done at the SAB meetings, and that the SAB members were toadies for County staff because they disagreed with Commissioner Clark's assessment of the nutrition program. She pointed out that all SAB members were seniors who represented various aspects of senior life and that the SAB was committed to making Washoe County an age-friendly community. She noted that the SAB had conducted a survey and updated the Washoe County Senior Services Plan. She said that the plan was last updated in 2014, when the County paid a large sum of money for a consultant to prepare the plan that would end up sitting in a desk drawer for years. She believed that the SAB wanted to ensure that the new plan worked by collaborating with County staff. She mentioned that the SAB held five volunteer fairs, which featured 37 vendors and approximately 336 attendees. She said that efforts were made to organize volunteers to assist non-profits that lacked the funds to hire employees. She explained that the former part-time Activity Director was great, but left because he needed a full-time job. She indicated that there were rumors that the County might not want to fund the SAB due to budget cuts; however, the SAB unanimously approved a motion to ask County staff to continue filling the position as soon as possible, with the goal of making it a full-time job. She expressed that there was so much that she could say in defense of the SAB but concluded that she was outraged by the attacks made at the October 8, 2025, SAB meeting.

***10: 10 a.m. Commissioner Clark arrived at the meeting.**

Mr. Drew Ribar displayed a document, copies of which were placed on file with the Clerk. He indicated that he was a candidate for Assembly District 40 and opined that people were interested in what he had to say, due to the 49 million views he had received on his channel within the last 90 days. He noted that he did not pay for views and that the people were real. He believed that people were tired of corruption and relayed that he was in a lawsuit with the County, Our Center, and the City of Reno. He reported that he had a second amended complaint with him and indicated that the Board of County Commissioners (BCC) had created a ban list that included Washoe County Republican Party Chair Bruce Parks and himself. He recalled attempting to attend a recent Northern Nevada Pride event and being asked to leave, despite stating that it was a public event organized by a non-profit. He opined that the organizers of the Northern Nevada Pride event should be defunded by the Internal Revenue Service (IRS) because he believed they had broken the law. He explained that the City of Reno and the Reno Sparks Convention and Visitors Authority (RSCVA) participated in the Northern Nevada Pride event and donated \$10,000 each. He stated that Chief Deputy District Attorney (CDDA) Michael Large had previously reported that the County was not collaborating with Our Center

attorneys regarding his lawsuit. He explained that he had a letter from Deputy District Attorney (DDA) Lindsay Liddell that proved that the County was working with Our Center attorneys. He asserted that the County had corrupt attorneys who were lying to the court. He stated that he was running for office to combat corruption and wanted to collaborate with everyone to prevent further dishonesty. He believed that if the County had dealt with issues regarding him upfront, then the County would not have spent so much money on lawsuits. He noted that in his second amended complaint, more employees would be named. He wished that the BCC would make a motion ordering the District Attorney (DA) to address the problems he had identified within the government.

Mr. Adam Schifferdecker urged the BCC to reject the Homeland Security Grant (HSG) that would remodel the Washoe County Sheriff's Office (WCSO) for the United States (US) Immigration and Customs Enforcement (ICE). He believed that the community would not be safer if local law enforcement tied themselves to ICE because trust would decrease, witnesses would become afraid to speak, and solving crimes and protecting families would become more difficult. He asserted that there were moral and legal concerns when partnered with ICE because of the normalized practices seen in many large cities, such as unmarked cars, masked agents, and the detention of people who had not committed a crime. He did not believe the HSG would instigate justice. He asked the BCC to vote against the HSG and instead support efforts to build a better community. He expressed excitement towards Vice Chair Herman's \$5,000 grant proposal for the North Valleys High School (NVHS) Band. He recalled that he was involved in the marching band and knew how the program taught discipline, teamwork, and pride, which made the community stronger. He speculated that supporting local students in the arts was an investment that benefited everyone.

Mr. Jeremiah Johnson thanked the BCC for their support regarding Agenda Item 8F3 and the CrossRoads community. He explained that CrossRoads had done a lot for himself and others within the community. He indicated that he came to CrossRoads from the Washoe County Jail and initially believed he would not be a good fit for the program. He noted that he did fit in, and it felt like a brotherhood. He mentioned that the movie room, outdoor activities, and gym allowed him to feel accepted and at home. He believed that CrossRoads reminded him that he was a leader and had helped him sharpen the skills needed every day. He speculated that the BCC's support would help the program grow stronger and help younger gentlemen like himself feel more comfortable and willing to accept help.

Mr. Isaac Holden expressed gratitude towards Agenda Item 8F3 and the impact the CrossRoads program had on his life. He said that he would leave CrossRoads with immense growth and the ability to teach others the values of CrossRoads. He noted that being able to express his experiences and communicate with his family was magical and something he had not been able to do before attending CrossRoads. He believed that the opportunities to give back in the community were endless and ever-growing. He felt that the BCC's support would impact the community in more ways than they knew, and he was glad to be able to show the Board the magic of CrossRoads.

Mr. Shauntez Williams thanked the BCC for their support of CrossRoads. He recalled that when he entered the program, he was afraid of not being successful; however, the support and love the program showed helped him grow. He said that because of the CrossRoads program, he was able to rebuild his relationship with his mother, aunt, cousins, and himself. He indicated that the program ensured he would no longer miss out on important moments in life and had helped him rebuild his future to become the best version of himself.

Ms. Cynthia Cooper did not support the HSG grant and ICE activity in Nevada. She reported that *The Nevada Independent* stated that tourism had decreased 10 percent. She indicated that much of the County's economy was casino-based and that a 1 percent decrease in casino revenue would result in a significant loss of income. She said that ICE activity in the region had a sociological impact and speculated that it was not likely for a constituent with a lighter complexion to be detained for 48 hours and questioned about their citizenship due to a broken taillight. She recalled that the *Reno News and Review* had reported on stories of Chinese immigrants from the 1850s. She relayed that Chinese immigrants dug the Dayton and Genoa irrigation ditches, completed the Western Transcontinental Railroad in the 1870s, and won the Steamboat ditch contract, after which the Workingmen's Party and Order of Caucasians called for Chinese expulsion and Congress passed the Chinese Exclusion Act in 1882. She opined that ICE activity in the area was racist and bad for business. She urged the BCC to vote against the HSG grant.

C-000017

Mr. Joshua Johnson-Slote indicated that he was living proof of a community that chose compassion over abandonment and rejection. He expressed gratitude towards those who supported CrossRoads because the commitment to aid recovery, dignity, and second chances made it possible for people like him to survive and transform. He said that when he initially joined CrossRoads, he was fragmented, emotionally broken, carried the weight of past mistakes, guilty, and shameful. He explained that he learned how to strive for structure without resorting to punishment and achieve accountability without humiliation, while fostering behavioral change through acceptance. He noted that healing did not mean radical vulnerability. He explained that he chaired the kitchen committee, mentored new members, and helped craft a legacy that turned community engagement into meaningful, reflective friendships. He asserted that CrossRoads believed in the power of purpose, which allowed him to become someone who gave freely. He did not believe that people in recovery were liabilities and thought aiding in recovery would create a return. He wished to be the torchbearer of change that he and the community needed.

Mr. Adam Wynne thanked the BCC for their contribution to CrossRoads. He noted that he was an active member of CrossRoads and that it was a great help to his life. He explained that he had been part of the program for five months and was learning how to gain back his self-confidence and self-worth. He indicated that he had learned how to be a leader and had recently graduated from the Peer Recovery Support Specialist (PRSS) training program, which had given him a new career path and purpose. He appreciated the Board for their support.

Ms. Cary Ballard noted that she was a proud graduate of the Women's Crossroads program and thanked the BCC for their support. She explained that she was broken, scared, and unsure about her future when she entered the CrossRoads program; however, the program provided her with a safe place to heal, rebuild, and find hope. She mentioned that she had learned how to live in recovery, be a mother, and believe in herself through the program and was proud that she had rebuilt her life. She indicated that she now worked at CrossRoads and was going to school for social work. She expressed her dedication to helping others find the same hope and stability that she had been given by the CrossRoads program. She said that she was a mother of two children who had the life they deserved because the Board believed in second chances and continued to support the program that gave everyone an opportunity to start over, break cycles, and become part of something bigger than themselves.

Ms. Vanessa Villanueva believed that the CrossRoads program saved her life. She said that as a mother, there was a sense of relief and joy when she was reunited with her son. She speculated that she would not be a model citizen if the program did not exist. She indicated that CrossRoads changed her life and allowed her to have an impact that mattered. She explained that she had gained a new perspective on life and behaviors, and had learned to value aspects such as boundaries, resilience, gratitude, humility, care, integrity, responsibility, acceptance, and respect. She felt that she was given the opportunity to look in a mirror and love what she saw. She opined that every child needed their mother, and she was proud to break her family's vicious cycle.

Ms. April Carsey mentioned that CrossRoads changed her life, and she thought that when many people entered the program, they were broken, lost, and at their lowest. She believed that the CrossRoads' staff saw something in the program's participants and provided structure and hope. She said that the program taught her to lead by example and showed her how to recover through compassion. She appreciated that through CrossRoads' encouragement, she was inspired to help others, give back, and become part of something bigger than herself. She indicated that the program provided her with the tools, accountability, and support she needed to rebuild her life, reunite with her family, become a good parent, and be a better community member. She expressed honor to be part of the CrossRoads program and a community of people who cared about changing lives. She speculated that any support provided to CrossRoads would strengthen families, communities, and save lives.

Ms. Ivy Elliott said that before she joined the CrossRoads program, she was stuck in a bad situation, depressed, and had nowhere to go. She recalled that she reached out to the Women's CrossRoads program and was admitted quickly. She explained that she was able to see a therapist to get her mental health and trauma addressed. She believed that it was essential to have support and a safe place for herself and her son. She indicated that her goal was to work in the recovery field and help others struggling with addiction and mental health because the structure, foundation, and support system she experienced at CrossRoads was

important. She noted that she applied for her master's degree in social work through the University of Nevada, Reno (UNR), which she felt would not have been possible without the support of CrossRoads and the BCC.

Ms. Kaylen Saldana expressed gratitude towards the CrossRoads program. She noted that prior to the program, she felt alone and scared and had tried to find a daily escape from her feelings. She explained that she knew she needed to change and could not continue living the same way. She indicated that since joining CrossRoads, she was able to find purpose, grow, open up, and become more vulnerable. She believed that being around people who understood and shared similar struggles made it possible to build connections, strength, and hope, which in turn allowed her to reunite with her children and lead a better life. She said that she was able to be the parent her children needed and have a better relationship with family. She opined that recovery not only changed a person but also their family, bringing structure and stability into individuals' lives for the better.

Ms. Ryan Baker expressed gratitude for the support the CrossRoads family received. She indicated that the program changed her life and the lives of others. She noted that she initially did not know what to expect when she entered the program, and said it was her first long-term sobriety program, which made her anxious. She explained that she found more than just a program; she found a community with people who listened, cared, and believed in her. She mentioned that while in the program, she grew through compassion, encouragement, and a shared purpose meant to bring people together and create real change. She believed that having cottages on the CrossRoads campus offered her the chance to reunite with her son. She said that the parenting classes gave her the necessary coping and parenting skills that she would not have been able to obtain during active addiction. She asserted that the tools used at CrossRoads could inspire the next person to give back, volunteer, support others, and build a stronger community beyond CrossRoads. She thanked the Board for believing in the program and recognizing the value in the work and the difference it made in the community.

Ms. Jill Oleary displayed a document, copies of which were distributed to the Board and placed on file with the Clerk. She read from her *Protecting Financial Privacy in Washoe County* document regarding her concerns, possible corrections, and what could happen if the County remained silent related to the widespread practice of banks and brokerage firms releasing private financial histories without legal justification.

Ms. DeShar Roberson said that she completed the PRSS training through the CrossRoads program. She indicated that she initially went to school for interior design and was a wedding and event planner while being an alcoholic. She noted that her grandfather and mother were alcoholics who passed away due to their addiction. She reported that it was her passion to get her life together and understand her potential to give back to the community. She mentioned that she was part of a previous program before CrossRoads, which she completed, but was dismissed due to a relationship that led to domestic violence. She said that she was now looking for a career field where she could help people get their lives back on track. She believed that she did not stand alone and that the Board's support was essential.

UNR Manager of Government Affairs Austin Daly announced that UNR would host PACK! MidTown for the fifth consecutive year on October 18, 2025. He noted that on October 19, 2025, UNR would host the Homecoming Parade for the first time in roughly 15 years. He reported that while the parade used to start at the Reno Arch and go towards UNR, that year it would be hosted on the UNR campus in front of the Joe Crowley Student Union. He mentioned that the goal was to have the parade start in downtown Reno in 2026. He stated that UNR President Brian Sandoval would host the State of the University Address, providing an update on the future of UNR, on October 20, 2025. He relayed that the Homecoming football game against Boise State would take place on October 24, 2025, at Mackay Stadium. He hoped to see the Board in attendance and urged them to reach out if they needed any further information.

Mr. Nicholas St. Jon read from a document regarding his election integrity report and his concerns regarding voting in the County, copies of which were placed on file with the Clerk. He asked if the Board had received his election integrity report and indicated that, according to federal law, Commissioners could respond to his question. He believed that when the Board did not answer his questions, it was considered a form of fraud.

Mr. Oscar Williams displayed a document, copies of which were placed on file with the Clerk. He offered a brief tribute to former political activist Charlie Kirk and indicated that October 14, 2025, was National Day of Remembrance for Charlie Kirk. He believed that Mr. Kirk was a man dedicated to truth and open debate, which were principles Mr. Williams aspired to have. He expressed approval towards Agenda Item 8F3 and was impressed with the people who took the time to share their stories with the Board. He said that the Swift Exit Modeling Software grant award would require the County to adhere to policies and procedures to protect data, which could affect elections. He referred to the *Washoe County Emergency Management and Homeland Security Program* document, which he stated required the County to have a publicly available privacy policy that outlined standards for the usage and maintenance of the personal information collected. He explained that if the County currently had an available policy, he would like to have it. He hoped that the Board would approve Agenda Item 8F4 and that the protection of information would also extend to voter registration. He expressed disappointment towards the Center for Internet Security (CIS) because he stated that there was no such thing as internet security and that multiple government agencies had indicated that the internet was not safe or suitable for elections.

Mr. Matthew Wilkie believed that the individuals who spoke from CrossRoads were tremendous and appreciated the BCC's support for them. He reported that some of the Board had expressed the desire for reelection or were running for a higher office. He recalled that in March 2024, the BCC criminalized homelessness and promised to revisit the matter in one year; however, he had not seen any discussion occur. He noted that there had not been a Community Homelessness Advisory Board (CHAB) meeting since March of 2024. He asserted that Commissioners could not stop CHAB meetings or ignore their own ordinance reviews while campaigning for compassion. He speculated that Commissioners could not claim to be fighting the status quo while taking campaign donations, casting the same votes, and upholding the same failed system that created the homelessness crisis. He urged the Board to reinstate the CHAB meetings and to conduct a review of the criminalization of homelessness while leading with compassion. He reported that he and Commissioner Clark disagreed with 95 percent of things; however, he asked Commissioner Clark, as a member of CHAB, to request a CHAB meeting.

Horsemanship for Heroes Founder Scott Hooper displayed a document, copies of which were distributed to the Board and placed on file with the Clerk. He indicated that Horsemanship for Heroes began helping heroes heal through the power of the human-horse bond. He thanked Commissioner Garcia for reaching out and proposing discretionary funds. He reported that the Horsemanship for Heroes program had two eight-week terms for people struggling. He noted that the program was focused on mental health and that Horsemanship for Heroes was in its third year of operation. He explained that at the end of its second year, Purdue University released a study that indicated significant reductions in depression, anxiety, and post-traumatic stress disorder (PTSD) when utilizing a horsemanship program. He opined that horses were sentient beings and capable of experiencing human emotions. He encouraged and invited the Board to witness his program in Southwest Reno. He relayed that he and his wife were United States (US) retired Army veterans, and that he had graduated from the US Military Academy, while his wife graduated from the University of Colorado Boulder (UCB). He explained that he and his wife had experienced seven combat tours and a couple of operational tours in places such as the City of Mogadishu in Somalia, Iraq, the Balkans, and Afghanistan. He recalled that after retirement, his mind settled, which became problematic, and required him to seek help. He said that horses helped him, and his wife conducted research and developed a curriculum for heroes to heal.

Ms. Abbey Pike thanked Vice Chair Herman for her \$10,000 donation to the Washoe Horse and Large Livestock Club. She said that 4-H Youth Development was America's largest youth development organization, providing a learning-by-doing life skills program in a variety of topics. She explained that the discretionary funds would support 4-H youth in completing projects related to horses and large livestock. She indicated that the youth enjoyed the opportunity to learn about the principles of agriculture, science, and animal husbandry while building valuable leadership skills and forming strong relationships with their adult mentors and peers. She mentioned that the youth would have the opportunity to compete with their animals at the Washoe 4-H Livestock Show and the Nevada State Fair. She appreciated the support and thanked Vice Chair Herman on behalf of the whole 4-H program.

County Clerk Jan Galassini advised the Board that she received emailed public comments, which were placed on file.

C-000020

25-0679 AGENDA ITEM 4 Announcements/Reports.

Interim County Manager (ICM) Kate Thomas noted that Agenda Item 8D1 regarding Senior Advisory Board (SAB) member appointments was going to be pulled from the agenda. She explained that there were some other upcoming board appointments, and they would all be packaged together on a future meeting. Additionally, she informed that Agenda Item 17 was being pulled by staff. She announced that Washoe County was named by the Nevada Women's Fund as one of the best places for women to work in Northern Nevada. She added that the County won the category of Top Performing Company for businesses with 501 or more employees, which she felt highlighted the County's commitment to creating an inclusive and supportive workplace for women across departments and services. She announced that there were two open positions for the Washoe County Law Library Board of Trustees, which she advised was a policy-making board that oversaw the provisions of Nevada Revised Statutes (NRS) Chapter 380 regarding law libraries. She stated that one attorney and one non-attorney member were needed to serve two-year terms beginning in February 2026 and extending until January 31, 2028. She asked for applications to be submitted by 11:59 p.m. on October 31, 2025. She said applications could be found online, or people could contact Washoe 311 for help if needed.

Commissioner Garcia spoke about the visit from the Coral Academy of Science students at the meeting. She said that she enjoyed it when young people came into Chambers, and she thought it was important for them to see what local government was about. She shared that she invited the students to walk up to the area where Commissioners sat during the meeting to get a feel for what that was like. She thanked the students for walking over from their school to come to the meeting. She remarked on the impact the commenters from CrossRoads had on her. She said she was inspired every time she heard stories from the CrossRoads community, and she thanked them for having the courage to share. She summarized that the message she heard that day was about giving back and stepping up to help somebody else get through difficult times. She stated her admiration for everyone pursuing certifications and educational opportunities that would enable them

to give back to the community. She asked for a round of applause to recognize their efforts.

Commissioner Garcia disclosed that Commissioners received many emails and public comments regarding a grant from the United States (US) Department of Homeland Security (DHS). She related that she organized a detention facility tour for a number of key stakeholders from different groups, which would take place after the Board of County Commissioners (BCC) meeting. She recalled that Washoe County Sheriff Darin Balaam communicated many times that the Washoe County Sheriff's Office (WCSO) belonged to County constituents and they were welcome to see it. She conveyed that the objective of the tour was for people to be able to observe where funds from the DHS grant would be spent if it was approved later in 2025. She reported that she and Chair Hill would join the detention facility tour group later that afternoon. She asked people to reach out if they had any questions or concerns. She said that Commissioners were happy to help serve as conduits to the WCSO and would provide all the information that they received. She emphasized her desire to be open and transparent with all efforts regarding the DHS grant.

Commissioner Garcia requested a future agenda item be scheduled to ask Code Enforcement and the District Attorney (DA) to consider public nuisances pursuant to Washoe County Code (WCC) Chapter 125, particularly for property owned by individuals who were deceased or Limited Liability Company (LLCs) that ceased to exist. She described that there were private property parcels in her district where the owner was deceased. She advised that the parcels deteriorated significantly over time and there was illegal dumping, abandoned vehicles, and blight. She reasoned that there were serious public health concerns and not much that Code Enforcement or the WCSO could do because there was nobody to hold accountable for the Code Enforcement issues. She added that the problem was not new, but it was getting worse. She shared that she was contacted by Sergeant Sonia Butler from the WCSO Homeless Outreach Proactive Engagement (HOPE) Team on September 29. She revealed that they identified 37 small roadway parcels in Sun Valley where the owners were deceased or the LLCs no longer existed. She identified that blight was accumulating in the middle of neighborhoods. She stated that she would love to identify systemic changes that could help address the problem. She believed that would make a big difference, not only for District 3 constituents, but for all districts. She said the challenge was not unique to Sun Valley, but a report from the HOPE Team indicated that the number of incidents was highest in District 3. She hoped to make people aware of the problem and work on solutions.

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Commissioner Andriola echoed Commissioner Garcia's comments about how nice it was to see students in Chambers. She thanked the coordinator of that effort. She congratulated the CrossRoads participants who had the courage, fortitude, and strength to change their lives. She theorized that they gave people a message of hope and the possibility of change. She reasoned that people sometimes felt alone, but she was amazed by the stories CrossRoads participants shared. She established that she attended the annual Nevada Association of Counties (NACO) conference in Clark County, which she thought was very well attended. She informed that there were expert panel discussions, including Nevada's Health and Human Services (HHS), infrastructure, and updated information about artificial intelligence (AI) implementation and usage in Nevada counties. She

recognized Assistant County Manager (ACM) David Solaro's participation in that panel and said that although she was unable to attend, she heard he did a great job. She spoke about a financial leadership session that provided guidance she found interesting. She related that there was an excellent panel from the National Association of Counties (NACo) regarding House Resolution (HR) 1 and its impact on Nevada. She reviewed that there were informative panel discussions about challenges and opportunities in Nevada's agriculture industry. She looked forward to exploring agritourism provisions that the BCC could consider and hoped that they would be able to do that soon. She opined that the University of Nevada, Reno (UNR) Cooperative Extension Services offered programming Statewide and could strengthen communities. She noted a unanimous vote at the NACO board meeting to agendaize a discussion to consider support from all 17 Nevada counties for the continued efforts of UNR's Cooperative Extension. She hoped that once that was agendaized, NACO would issue recommendations to the counties to support those efforts. She commented that NACO prided itself on being a bipartisan organization and was extremely well-respected both in Nevada and across the Nation. She mentioned that Nevada Senator Jacky Rosen and Nevada Governor Joe Lombardo were speakers at the NACO conference. She said that they both supported and represented NACO's bipartisan position, and she pointed out that it was the first time in 101 years of NACO that a sitting governor attended the NACO conference.

Commissioner Clark apologized for being late to the meeting. He explained that there was an accident between a dump truck and a car that delayed his commute. He thanked everyone who provided public comments about their experience with CrossRoads. He found BCC meetings at which people shared their CrossRoads stories heartwarming and inspirational. He knew it was sometimes difficult to talk publicly, but he said it was important for people to hear those stories, and he encouraged the commenters to keep up the good work. He stated that he had always supported CrossRoads and continued to do so. Regarding the earlier public comment from Mr. Matthew Wilkie, Commissioner Clark supposed that they agreed on more than 10 percent of things, and he reminded everyone that he was one of the only Commissioners who voted against Ordinance 1715. He remarked that he did not support people being arrested for being poor or sleeping in their cars, and that was on the record. He added that he had requested monthly Community Homelessness Advisory Board (CHAB) meetings and asked ICM Thomas to help with restrooms and other services unhoused people needed. He mentioned his support for community non-profits that helped people wash their clothes. He objected to the Cities of Reno and Sparks moving unhoused people back and forth from one jurisdiction to the other. He said that practice needed to be addressed. He clarified that he did not strongly oppose people sleeping along the river or sleeping in their car. He was opposed to the accumulation of trash, and he shared that he had talked to the County and to Waste Management about the possibility of making some dumpsters accessible so people could pick up after themselves. He disclosed a number of upcoming days on which he would be volunteering at the Cares Campus to gain a better understanding of what was taking place there. He spoke about some new training opportunities at the Cares Campus occurring through the efforts of Ms. Ann Silver that he looked forward to. He wanted better outcomes for Cares Campus residents and the community.

Commissioner Clark echoed Commissioner Andriola's remarks about the NACO convention. He informed that he attended an excellent financial leadership session and he suggested that, if it was recorded, it would be a valuable resource to share with County staff, Commissioners, and the community. He elaborated that the session contained good information about how all counties could better manage their finances.

Commissioner Clark thought it was important for individuals serving on commissions and boards to understand the residential requirements of the bodies on which they served. He noted that some did not have residential requirements, but others stipulated that people needed to live in a particular district to serve as a representative on the board for that area. He added that some positions were for at-large members who could reside in any district. He said it was incumbent on the individuals who served on the boards to understand that if they moved from one area to another, they needed to communicate that information. He

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preferred to bring in new people and get new ideas rather than reappointing the same individuals, which he likened to reading the same book 10 times in a row. He suggested that maybe in the future a handbook should be given to people when they were appointed to a board or organization so they could better understand all relevant residence restrictions.

Chair Hill said that she had the opportunity to attend a Truckee Meadows Data Center Policy Consortium meeting at the UNR Innovation Center coordinated by the Truckee Meadows Regional Planning Agency (TMRPA). She described the consortium as a great group of scientists, planners, and regional leaders from across Northern Nevada. She was eager to see how the BCC could consider adopting some of the local data center restrictions that were recommended as part of that discussion. She announced that there was a Truckee Meadows Water Authority (TMWA) meeting workshop scheduled for October 15, 2025, to discuss priorities, and she expected that data centers would be discussed. She offered that people were welcome to participate in those discussions. She mentioned that there would be another great conference on October 16, 2025, hosted by the Desert Research Institute (DRI). She shared that it was the second annual Air Wind and Earth (AWE+) 2025 Collaborative Wildfire Conference. She encouraged people to attend if they were interested in learning more about fire in Nevada, the science behind it, and how they could prevent it and get involved.

Commissioner Andriola mentioned that the TMRPA Regional Planning Governing Board (RPGGB) recently voted to consider best practices and regional standards for data centers. She acknowledged that the item was not agendaized for the BCC that day and so she was cautious about overstepping, but she shared that there were plans to review data center best practices at a national level to inform regional standards. She wanted to ensure that the County could implement best practices that served the area appropriately, and she advised that she would share information on those efforts as it became available.

PROCLAMATIONS

25-0680 5A1 Proclamation for the month of October as Cybersecurity Awareness Month. (All Commission Districts.)

Commissioner Andriola thanked Commissioner Garcia for setting the precedent of a shared reading of proclamations with the person or team being recognized. She invited members of the County cybersecurity team to read the proclamation with her. Commissioner Andriola, Information Technology (IT) Manager Kobe Harkins, Technology Coordinator Susannah Lee, Senior Technology Network Engineer Jacob Holmes, Senior Technology Network Engineer Braedyn Kelly, Technology Network Engineer II Tal Zemach, and Technology Network Engineer II CJ Bower read the proclamation.

Mr. Harkins thanked the Commissioners for supporting Cybersecurity Awareness Month. He stated that it was a very important month for his team, and he mentioned the cybersecurity incident that recently happened at the State level. He remarked that cybersecurity was critical, and he was glad that Commissioners were able to see the County cybersecurity team, who he described as vigilant employees who constantly monitored incoming threats using the tools and technologies approved by the Board. He viewed cybersecurity as involving more than the employees, and conveyed that it included Commissioners, the public, and other County employees learning to identify what constituted a cyber threat and how to deal with it. He noted that the cybersecurity team sent information to people to improve their understanding and learning.

Chair Hill thanked the County cybersecurity team for their incredible work. She remarked that the County needed them to be successful.

There was no response to the call for public comment.

On motion by Commissioner Andriola, seconded by Commissioner Garcia, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 5A1 be adopted.

PRESENTATIONS/AWARDS

25-0681 6A1 Barry Duplantis to update the Commissioners on REMSA's EMS services.

REMSA Health President and Chief Executive Officer (CEO) Barry Duplantis conducted a PowerPoint presentation and reviewed slides with the following titles: REMSA Health Community Update; REMSA Health: Origin and Reputation; Serving the Community's EMS Needs; REMSA Health Board of Directors; Commitment to the Community; Commitment to the Region; Collaboration with County Services; Sustainability and Community Impact; Conclusion; REMSA HEALTH.

Mr. Duplantis thanked the Board of County Commissioners (BCC) for allowing him to provide an update on the role of Regional Emergency Medical Services Authority Health (REMSA Health) in the community. He reviewed his *REMSA Health: Origin and Reputation* slide and remarked that it was forward-thinking of the community to establish an organization that was exclusively responsible for Emergency Medical Services (EMS) for the area. He discerned that model allowed the community to hold

REMSA Health to the highest standard because they were expected to be the experts in providing EMS care. He shared his view that because there were no shareholders, community members were the owners of REMSA Health. He welcomed people to go to the REMSA Health campus at any time to have coffee, discussion, or a tour. He acknowledged the REMSA Health Board of Directors Chair Shirley Roberts, who he noted was in attendance at BCC meeting. He said that the REMSA Health Board of Directors was amazing, and he felt that he could not say enough about the incredible people who served on it, three of whom were appointed by the District Board of Health (DBOH).

Mr. Duplantis showed his *Serving the Community's EMS Needs* slide. He explained that when people called the National Highway Traffic Safety Administration's 911 (911) line for help, care began at the time the call came in, not when the ambulance arrived on-scene. He described that staff guided callers through giving chest compressions, helping with a choke, and even delivering babies with instructions over the telephone. He communicated that the calls were sometimes very stressful, but the outcome of a successfully delivered baby was rewarding. He summarized that the work of their organization started each time they received a call. He read from the *REMSA Health Board of Directors* slide. Mr. Duplantis displayed his *Commitment to the Community* slide and said that the commitment REMSA Health had to the community was the major reason why he wanted to give the Commissioners an update. He believed that the work they did in the community was well-integrated and he noted that work was provided by and for people who lived in the community. He explained that REMSA Health did not strive to transport everybody to the hospital if they did not need to go. He disclosed that 911 calls were sometimes of lower acuity, such as a fall or confusion about a medication. He conveyed that REMSA Health personnel provided a significant amount of care on-scene that did not require transportation to a hospital. He specified that patients were only charged if they were transported to a hospital. He informed that, because nobody was denied care, REMSA Health absorbed the cost in circumstances where transport to a hospital was provided for individuals who could not pay. He commented that because REMSA Health did not have any stakeholders outside of the community, they reinvested all of their money within the community on equipment and people. He advised that they were not a debt-laden business, they generally conducted business with cash rather than credit, and the community owned all of their assets. He said that not everyone in the public understood exactly how REMSA Health operated and why they could be seen at shopping centers and parking lots. He explained that they used predictive analytics to gauge where the next calls were likely to come from. He offered that when people saw ambulances posted in shopping centers, it was because predictive analytics indicated the next call could be expected to occur in that region. He said that was how they planned where to place their equipment around the community, and they geared everything to the movement of population.

Mr. Duplantis reviewed his *Commitment to the Region* slide. He remarked that he was proud that all REMSA employees lived in the community, and he mentioned that he personally sought guidance about proper car seat installation service when he installed a car seat for his granddaughter. He showed his *Collaboration with County Services* slide and shared that REMSA Health was proud of the relationships they had with others in the community. He noted that REMSA Health provided dispatch services to the

Truckee Meadows Fire Protection District (TMFPD). He described that TMFPD was frequently in the REMSA Health dispatch center to pursue mutual goals of collaboration and excellent customer service. He spoke about the high level of services REMSA Health provided, which included being the only Fire Accredited Center of Excellence (ACE) organization within the community. He stated that REMSA Health collaborated with the TMFPD to provide ambulance services in some hard-to-reach areas of the region that experienced low call volume, which he said served both agencies well. He revealed that in the past year,

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REMSA Health restarted their Integrated Health division to better address the need to care for everyone in the community, which he disclosed was sometimes more difficult than people might assume. He related that over many years, REMSA Health honed their focus on meeting people where they were. He explained that the Integrated Health program addressed community health concerns like vaccinations and helping people understand their medications with the belief that if those matters were not attended to when they were minor, affected persons might eventually require an ambulance to get to the hospital if their health worsened.

Mr. Duplantis showed his *Sustainability and Community Impact* slide and described that REMSA Health was excited to be an embedded component of the new regional Computer-Aided Dispatch (CAD) system, Hexagon. He recalled that there was supposed to be an update later that week about progress on the system and when it would be operational. He voiced that the current target go-live date was at the end of February 2026. He restated that REMSA Health was owned by the community and did not have to please any outside shareholders or stakeholders. Mr. Duplantis displayed his *Conclusion* slide and said he was available to answer any questions Board members had.

Chair Hill thanked Mr. Duplantis for his update and for making himself accessible. She commented that she had taken many tours of the REMSA Health facility and attended meetings there to better understand how their operation worked.

Commissioner Garcia thanked Mr. Duplantis for his patience in the meeting while he waited to present. She expressed appreciation for the foresight that enabled the predictive analysis and resultant strategic ambulance placement REMSA Health utilized. She appreciated the relationship REMSA Health had with the TMFPD, and she observed that those ambulances helped serve hard-to-reach places. She recalled that EMS and dispatch workforce suffered above-average rates of mental health issues including post-traumatic stress disorder (PTSD), burnout, and suicide. She asked Mr. Duplantis to speak about how the workforce was being taken care of and what REMSA Health was doing internally to ensure overall well-being and strong retention in those difficult careers. She acknowledged that EMS staff witnessed tragic, horrific, and traumatic events.

Mr. Duplantis responded that mental health was a constant challenge in the EMS field, fire and police services, and more broadly in the community. He described that REMSA Health had an on-board clinician who was available to their employees at all times. He added that there was an integrated peer-support group that could help people decompress, for example after a bad call. He felt that every EMS patient deserved the full attention of the REMSA Health staff members who responded to them. He shared that

REMSA Health worked hard to coach, mentor, and be close to their employees. He explained that the embedded clinician and other staff members knew each other's names, families, and issues that might arise. He observed that the nature of EMS work was that people typically called when they needed help, not because they were having a great day, which created a mental health challenge for the staff who received and responded to those calls. He said that caring for mental health was a key priority of the organization.

Commissioner Andriola thanked Mr. Duplantis for his presentation, Ms. Roberts and the entire REMSA Health Board for their service, and the more than 600 dedicated REMSA Health staff members for their efforts to ensure that people received the best care possible in the most expeditious way. She appreciated that Mr. Duplantis was involved with the Hexagon CAD system. She expressed her eagerness for it to be implemented. She echoed Commissioner Garcia's point about the value of Commissioners seeing EMS collaborations and work first-hand by spending time with staff at a station, on an ambulance call, or both. She was proud to hear that mental health services were being prioritized for REMSA Health staff. She commended REMSA Health leadership for creating a collaborative approach and supporting a workforce that lived in the community. She stated her desire to go on a REMSA Health ridealong and thought it would be a good opportunity to learn about the operations of the organization, particularly because of other regionalization conversations that were underway in the County. She disclosed that she had the pleasure of being on tours but wanted to see the work firsthand as it happened. She thought that would provide her with a better understanding of the policies and provisions that needed to be in place to support everyone. She asked Mr. Duplantis what he saw as the biggest immediate challenges and what long-term challenges he predicted the community would face that would impact REMSA Health.

Mr. Duplantis stated his appreciation for the question and responded that projections about budgets and service needs in the community over the next three to five years weighed heavily on his mind. He spoke about the importance of navigating patients to the right paths of care through dispatch. He noted that not

everyone who called 911 needed an ambulance because of a life and death situation, and it was important for dispatchers to recognize when someone could be cared for with a community care person rather than an Emergency Medical Technician (EMT), or an EMT instead of a paramedic. He wanted to improve the triage abilities of staff during dispatch to determine the right level of care based on the acuity of the call. He expected that there would be a greater impact on the community from a budgetary perspective in 2027 or 2028. He predicted that as men, women, and children stopped having access to government programs, they would increasingly call 911 to access healthcare. He commented that people already did that, and he expected the trend to amplify. He stated that REMSA Health was reviewing their business modeling to plan how to address the changes. He disclosed that they had already consulted a prior business analysis from a time before the Affordable Care Act (ACA) to inform their projections. He predicted more demand in the coming years than was seen in the analysis he referenced, and he expected more low-acuity calls from people trying to understand whether they needed to go to the hospital or asking how to access care if they did not have a doctor. He reported that people sometimes called 911 because it was their access to healthcare. He described that when he was a child many people did not know how

to utilize the 911 system, but the public was successfully trained to use it in the years since. He said that children were now taught how to call 911 from the moment that they were able to in case there was an event in the home where emergency services were necessary. He commented that he was recently asked about the impact of the government shutdown. He shared that it had almost no impact on REMSA Health because REMSA Health used a fee-for-service model and did not receive any government funding. He conveyed that the only EMS organization he was aware of that was impacted by the current government payments disruption was related to veteran services. He remarked that impact was unfortunate, but added that Medicare and Medicaid were unaffected.

Commissioner Clark thanked Mr. Duplantis for his presentation. He emphasized a point made on the *REMSA Health: Origin and Reputation* slide about REMSA Health having been established as the exclusive provider of EMS service in the County. Commissioner Clark mentioned the fire service regionalization efforts under consideration and discerned that Mr. Duplantis and his team were subject-matter experts on regionalization. He suggested that they should be consulted about fire regionalization efforts so they could answer questions about how they were able to fulfill their role as the exclusive provider of EMS service in the County. He said that he did not intend to put Mr. Duplantis on the spot, but he wanted to talk to him and get his perspective on best practices for guaranteed mutual aid and other regionalization considerations.

Mr. Duplantis responded that, while he was not part of the regionalization study group, he worked collaboratively with all of the fire chiefs. He said he and TMFPD Fire Chief Richard Edwards recently had a conversation on that topic and helped keep each other informed about meetings and organizations in which they were not present. He expressed appreciation for Commissioner Clark wanting to reach out.

Commissioner Clark discerned that Mr. Duplantis had a number of years of experience with regionalization and was the subject matter expert. He theorized that a lot could be learned from that direct experience, and he said he would appreciate being able to talk to Mr. Duplantis as questions came up. He noted that he was not on the Regional Fire Services Study Board, but he wanted to talk to Mr. Duplantis to get an overview. He stated his appreciation for Mr. Duplantis and what he was doing. Commissioner Clark remarked that the number of incidents REMSA Health responded to was dramatic. He summarized that they answered a quarter of a million calls each year and transported 65,000 people with a staff of 600. He thought that pointed to good management. He spoke about seeing REMSA Health vehicles parked at different places around the County and could now recognize that analytics predetermined where REMSA Health might be needed. He surmised that they could almost set up a branch office wherever they parked a mobile unit and the team would be ready to respond to calls that came in. He thought that the public needed to be aware that REMSA Health staff were working, not just in a parking lot taking coffee breaks. He opined that when a person needed help, they did not care about imaginary lines drawn on a map and whose jurisdiction their emergency was in. They were only concerned about who was going to come out and help them. He was confident that when a person called REMSA Health, somebody would respond with help. Commissioner Clark listed things in the region that could cause a medical emergency, and he thought it

would be interesting to see what kinds of calls REMSA Health received. He surmised that they had to be ready for anything. He said he was amazed by what the organization did and noted that it was dangerous work. He congratulated Mr. Duplantis on the good work he did, and concluded that the County was very lucky to have the help of REMSA Health in emergency situations.

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Chair Hill appreciated that Commissioner Andriola asked Mr. Duplantis what future challenges he predicted. She spoke about a community workshop organized by the Food Bank of Northern Nevada (FBNN) to address impacts of House Resolution (HR) 1, and she knew that the community organizations who supported the most vulnerable community members would need to figure out how to serve people for more emergencies. She expected there would be difficult conversations, and she was sure that the community would be able to help. She advocated for planning and community conversations moving forward to consider how people could be helped. She thanked Mr. Duplantis and the REMSA Health Board for their time and work. She said she was looking forward to continuing the conversation and the collaboration.

25-0682 6A2 Designation of Washoe County as a Recovery Friendly Workplace by the Foundation For Recovery, a program sponsored by the State of Nevada, Department of Health and Human Services.

Mr. Jonathan Lamson said that he wanted to celebrate the monumental occasion of Washoe County becoming one of the first county governments in the Nation to be publicly recognized as a recovery friendly workplace. He noted that representatives from the Nevada Division of Social Services had formed a partnership to achieve the goal of identifying, training, and partnering with recovery friendly workplaces. He explained why the designation was so important, not only to the community but also to himself. He shared that he had a fraught upbringing and that mental illness and various traumatic situations were common in his family. He said that his stepfather went to prison in 1996 and remained incarcerated. He felt that, despite his own difficulties, he had always viewed his favorite uncle, Steve, as a positive influence. He shared that his uncle was a veteran of both the United States (US) Air Force and the National Guard and later worked with various state government agencies in California as a communications and ham radio expert. He added that he looked up to his uncle, who could fix anything, had a great sense of humor, was always quick with a joke, and had many friends. He stated that his uncle had taught him how to rebuild his 1969 Ford pickup truck. He said that he helped his uncle with remodeling projects, which allowed him to earn money as a teenager. He recalled witnessing his uncle rebuild his tractor after damaging the hydraulics while trying to display it.

Mr. Lamson shared that most people, even family members, were unaware that his uncle had battled depression for many years, a struggle that tragically led to his death by suicide in October 2010, at the age of 55. He hoped that suicide would be a rare occurrence, but acknowledged that it was not. He said that he recently read an article that reported that a sergeant from the Reno Police Department (RPD) had died by suicide. He

felt that much of the community could relate to such a tragedy, and many people had experienced or knew someone who had struggled with substances, alcohol, or mental health. He thought that while suffering was a human constant, suffering silently and alone should not happen. He defined recovery as the process of change through which a person could achieve health and wellness, live a self-directed life, and strive to reach their full potential. He stated that recovery was a process that Washoe County, one of the largest employers in the area, decided to endorse and encourage within its workforce of over 3,000 employees. He shared that if any Washoe County employee was suffering, struggling, or needed help, the County was a safe employer to seek assistance from. He emphasized that a recovery friendly workplace designation served as a permission structure and a starting point to ensure that employees did not suffer in silence but instead utilized the resources that would prevent overdoses and save lives. He noted that the program provided support and a space where individuals could be honest without fear of judgment. He said that the Board of County Commissioners (BCC) helped facilitate a recovery friendly workplace. He believed that Washoe County, as an employer, had made it clear that it did not want to lose valuable employees. He added that a recent employee declaration letter issued by Washoe County reinforced that no one employed by the County needed to fear recovery or the honesty required to begin it. He stated that, in a letter, interim County Manager (ICM) Thomas wrote that Washoe County was committed to creating a workplace environment that supported its employees, both professionally and personally, and becoming a recovery friendly workplace. He thanked Washoe County for its continued commitment to supporting employees and their families. He noted that Washoe County was only the fifth county in the Nation to receive the designation and the first in the State of Nevada. He believed the County's efforts had created a permission structure for employees to find health and wellness, something he felt should be commended and celebrated, as it would help save lives and strengthen families. On behalf of the Governor's Office, the Nevada Division of Public and Behavioral Health, the Nevada Division of Social Services, and the Foundation for Recovery, he announced that Washoe County was being recognized as a recovery friendly workplace. Mr. Lamson displayed a document that was not placed on record with the Clerk.

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Chair Hill thanked Mr. Lampson for his efforts, which encouraged her to share information about the designation with the County. She acknowledged ICM Thomas for her involvement in the process. She recognized that there were workshops that demonstrated Washoe County's commitment to educating staff on how to support fellow employees. She felt that the attendance of members from CrossRoads demonstrated the County's dedication to being an employer that offered second chances and supported individuals on their path to recovery, helping them become the best versions of themselves. She thanked attendees from the State of Nevada for their leadership.

11:57 a.m. The Board recessed for a photo.

12:00 p.m. The Board reconvened with all members present.

DONATIONS

25-0683 7A1 Recommendation to: (1) accept various items donated totaling an estimated market value of [\$15,758]; and (2) accept monetary donations to Washoe County Human Services Agency Child Protective Services Fund to support welfare activities in the amount of [\$10,215], from multiple donors as described in this staff report, retroactive for the period April 1, 2025 through June 30, 2025; and direct Finance to make the necessary budget amendments. The item donors are: (1) Tiona S. (infant formula), (2) Jennifer A. (40 new winter coats), (3) Sharon G. (luggage), (4) The Bridge Church (200 Easter baskets), (5) Trevor C. (1,000 plastic eggs), (6) Safe Embrace (multiple bags of clothing and shoes), (7) John R. (35 Easter baskets), (8) Assistance League (Easter bags), (9) Eathan O. (food, supplies, clothes, toys), (10) Hot August Nights (50 stuffed animals), (11) Marian T. (toys, clothing, shoes), and (12) Eileen McNeall (new shoes and jeans). The monetary donors are: Washoe County Sheriff's Office (\$4,560), (2) Sandy Hardy-Cooper P.C. (\$25), United Way (\$50), Washoe Lodge No 35 (\$400), Anderson Keuscher PLLC (\$500), and juror donations (\$4,680). Human Services Agency. (All Commission Districts.)

25-0684 7A2 Recommendation to: (1) accept various items donated totaling an estimated market value of [\$2,265.00], and (2) accept monetary donations in the amount of [\$34,442] from multiple donors as described in this staff report, to support Cares Campus, Our Place, CrossRoads and other homeless services retroactive for the period of April 1, 2025 through July 17, 2025. The item donors are: Beck M. (books), Nathan B. (hygiene kits), Debbie S. (Amazon gift card for fishing supplies), Katie Grace Foundation (10 boxes of used books), Eros N. (new shoes), and Dave S. (feminine hygiene products). The monetary donor is the Estate of Victor G. Bucher [\$34,442]. Human Services Agency. (All Commission Districts.)

25-0685 7A3 Recommendation to: (1) accept various items donated totaling an estimated market value of [\$13,124]; and (2) accept monetary donations in the amount of [\$965] to the Human Services Agency Senior Services Fund used to support seniors in our community from multiple donors as described in this staff report, retroactive for the period April 1, 2025 through June 30, 2025; and direct Finance to make the necessary budget amendments. The item donors are: (1) Chris G. (craft kits), various unknown (items and gift cards for Stuff A Bus event), unknown (new knee walker), Jerry (5 box fans), Community Fellowship (11 box fans, 2 high velocity fans), Andy D. (10 box fans), Rod T. (30 box fans), Lulu R. (2 pedestal fans, 2 box fans), and IBEW Local 1245 Retirees (100 box fans). The monetary donors are: (1) unknown cash donations for Stuff A Bus (\$134), (2) unknown cash donations (\$306), (3) Armfield Family Trust (\$25), and (4) anonymous donation (\$500). Human Services Agency. (All Commission Districts.)

25-0686 7B1 Recommendation to accept monetary donations from various donors in the amount of [\$24,286.90] and donations of dog/cat food and treats from the SPCA with an estimated value of [\$1,017.05], and recognize numerous citizens and businesses who donated animal food and various goods with an estimated value of [\$6,074.99] (see attached donor lists) and a donation in the form of an Amazon gift card for taking the "Animal Shelter Data Usage, Barriers, and Aspirations" survey and a donation of 300 Feline 1-HCP doses and 300 canine 1-DAPPv doses from Petco Love with an estimated value of [\$2,457.00] to Washoe County Regional Animal

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Services ("WCRAS") retroactive for the period of April 1, 2025 through June 30, 2025, to be used for the humane care and treatment of sick and/or injured, stray, abandoned, or at-risk animals; express appreciation for these thoughtful contributions; and direct Finance to make the necessary budget amendments. Regional Animal Services. (All Commission Districts.)

- 25-0687 7C1** Recommendation to approve the donation of miscellaneous lab equipment and supplies [approximate value of \$52,925.00] to the Criminal Justice Department and Science Departments of the University of Nevada, Reno from the Washoe County Sheriff's Office Forensic Science Division, Sheriff. (All Commission Districts.)

There was no response to the call for public comment.

On motion by Commissioner Garcia, seconded by Commissioner Andriola, which motion duly carried on a 5-0 vote, it was ordered that Agenda Items 7A1 through 7C1 be accepted.

CONSENT AGENDA ITEMS – 8A1 THROUGH 8L1, EXCLUDING PULLED AGENDA ITEM 8D1, AND AGENDA ITEM 8F7 HEARD SEPARATELY

Chair Hill noted that Commissioner Garcia had a disclosure to provide prior to action being taken on the Consent Agenda Items.

Commissioner Garcia asked to pull Agenda Item 8F7 out of the Consent Agenda to allow for discussion. Regarding Agenda Item 8E1, she said that although the item did not have any fiscal impact, she wanted to disclose that she was an employee of the University of Nevada, Reno (UNR). She advised that she would vote on the item.

- 25-0688 8A1** Approval of minutes for the Board of County Commissioners' special meeting of September 2, 2025. Clerk. (All Commission Districts.)

- 25-0689 8B1** Recommendation to accept the FY 2026 Office of Traffic Safety grant award from the State of Nevada Department of Public Safety, Office of Traffic Safety [amount not to exceed \$31,500.00, and \$10,500.00 In-Kind county match required] as administered through the State of Nevada

Department of Public Safety Office of Traffic Safety, to support the lease of two (2) Preliminary Breath Test (PBT) kiosks, for the retroactive grant term of October 1, 2025 through September 30, 2026; and if approved, direct Finance to make the necessary budget amendments and authorize Connie Lucido, County Grants Administrator to execute grant award documents on behalf of DAS grant award documents. Alternative Sentencing. (All Commission Districts.)

- 25-0690 8C1** Acknowledge the grant award from the Office of Traffic Safety to the Second Judicial District Court to support Felony DUI court participant drug and alcohol testing and travel expenses in covering a portion of the salary of one of the Specialty Court Officers assigned to Felony DUI Court, in the amount of \$104,500 (\$26,125 in-kind match required), for one year beginning at the effective date of authorization to September 30, 2026 and direct Finance to make the necessary budget amendments. District Court. (All Commission Districts.)

- 25-0691 8D1** Recommendation to re-appoint Edward Lamb [District 4] for his second term; MaryAnn McCauley [District 5] for her second term; and recommendation to re-appoint and move Pamela Roberts from [District 5] to [District 1] for the Washoe County Senior Advisory Board, effective immediately. Human Services Agency. (All Commission Districts.)

- 25-0692 8D2** Recommendation to accept a supplemental amendment and extension to the FY25 Title XX subgrant award from the Nevada Department of Health and Human Services (DHHS) in the amount of [\$165,952.00; no county match] retroactive from July 1, 2024 to September 30, 2025 to promote reunification, safety, educational support, and normalcy for children in care; authorize the Director of Human Services Agency to retroactively execute the grant award documents; and direct the Finance Office to make the necessary budget amendments. Human Services Agency. (All Commission Districts.)

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- 25-0693 8D3** Recommendation to approve a contract amendment increase of [\$20,270] with CaseWorthy, Inc. for the FY26 subscription period for a total FY26 amount not to exceed \$128,000 and a total aggregate contract amount not to exceed [\$561,055] for the original contract period that commenced for a term of 36 months (August 1, 2023 through July 31, 2026), and if approved, authorize the Purchasing and Contracts Manager to execute the Agreement and subsequent amendments and related change orders. Human Services Agency. (All Commission Districts.)
- 25-0694 8E1** Recommendation to approve Interlocal Agreement between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno, and the County of Washoe (Department of Juvenile Services) to support Adolescent Medicine Rotations of pediatric residents at Wittenberg Hall; from 10/22/25 through 6/30/28; if approved, authorize the Chair to execute the Agreement. Juvenile Services. (All Commission Districts.)
- 25-0695 8F1** Recommendation to approve, pursuant to NRS 244.1505, Commission District Special Fund disbursement in the amount of [\$5,000.00] for Fiscal Year 2025-2026; District 2 Commissioner Mike Clark recommends a [\$5,000.00] grant to SPCA of Northern Nevada - a nonprofit organization created for charitable, religious, or educational purposes - to support the adoptions of pets by senior citizens of Washoe County; approve Resolution necessary for same; and direct Finance to make the necessary disbursement of funds. Manager. (Commission District 2.)
- 25-0696 8F2** Recommendation to approve, pursuant to NRS 244.1505, Commission District Special Fund disbursement in the amount of [\$7,500.00] for Fiscal Year 2025-2026; District 3 Commissioner Mariluz Garcia recommends a [\$2,500.00] grant to Awaken - a nonprofit organization created for charitable, religious, or educational purposes - to support outreach and services to adults and youth who have been sex trafficked; and a [\$2,500.00] grant to Horsemanship 4 Heroes - a nonprofit organization created for charitable, religious, or educational purposes - to support the therapeutic work they are doing for veterans, first responders, and their families; and a [\$2,500.00] grant to Sleep in Heavenly Peace - a nonprofit organization created for charitable, religious, or educational purposes - to support the mission that no child should have to sleep on the floor; approve Resolutions necessary for same; and direct Finance to make the necessary disbursements of funds. Manager. (Commission District 3.)
- 25-0697 8F3** Recommendation to approve, pursuant to NRS 244.1505, Commission District Special Fund disbursement in the amount of [\$30,000.00] for Fiscal Year 2025-2026; District 5 Commissioner Jeanne Herman recommends a [\$10,000.00] grant to 4-H Youth Development Program of the University of Nevada Extension - a nonprofit organization created for religious, charitable or educational purposes - to support the Washoe County 4-H Large Livestock, Horse Programs, and awards at the Nevada State Fair; and a [\$10,000.00] grant to the Washoe County Human Services Agency - a government entity -- to support the Men's CrossRoads program; and a [\$5,000.00] grant to North Valleys Band Boosters - a nonprofit organization created for religious, charitable or educational purposes - to support the North Valleys High School Marching Band program; and a [\$5,000.00] grant to North Valleys High School - a government entity - to support the North Valleys High School JROTC program; approve Resolutions necessary for same; and direct Finance to make the necessary disbursements of funds. Manager. (Commission District 5.)
- 25-0698 8F4** Recommendation to approve a FFY 2022 Department of Homeland Security (DHS) grant passed through the State Homeland Security Program (SHSP) from the State of Nevada, Office of Emergency Management (NVOEM) awarding [\$50,036.00, no County match required], for licensing to advanced modeling software. Grant term is retroactive to September 1, 2022, through January 31, 2026. If approved, authorize the County Manager or their designee, to sign the grant award documents and direct Finance to make the necessary budget amendments. Manager. (All Commission Districts.)
- 25-0699 8F5** Acknowledge receipt of report on the 83rd Session of the Nevada Legislature (2025). Manager. (All Commission Districts.)

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- 25-0700 8F6** Recommendation of Assistant County Manager Kate Thomas as the Washoe County Commission's nominee to be sent to the Governor for subsequent appointment to serve on the Board of Indigent Defense Services for a new three-year term retroactive to September 1, 2025. Manager. (All Commission Districts.)
- 25-0701 8F8** Recommendation for the Board to approve the reappointment of Cadence Matijevich to the Washoe County 911 Emergency Response Advisory Committee for a four-year term from July 1, 2025 through June 30, 2029, and to accept the appointment of Captain Amelia Galicia as the Washoe County Sheriff's designee to the committee for a four-year term beginning July 1, 2025 through June 30, 2029. Manager. (All Commission Districts.)
- 25-0702 8F9** Recommendation to accept the Project Grant for a Slip-on Tanker Unit from the U.S. Department of the Interior in the amount of [\$127,420.00; no County match required] to be used to acquire a slip-on tanker unit for a fleet vehicle assigned to Gerlach Fire. This unit can be quickly converted to be operated as a fire engine. If approved, authorize David Solaro to execute grant award documents on behalf of the Office of the County Manager and direct Finance to make the necessary budget amendments. Manager. (All Commission Districts.)
- 25-0703 8G1** Recommendation to approve budget amendments totaling an increase of [\$93,481.00.; no county match] in both revenue and expense to the FY26 Public Health Infrastructure & Improvement Grant (PHIIG), for the Office of the District Health Officer (ODHO) Division, for Northern Nevada Public Health to maintain Health District workforce capacity to reduce health disparities and improve health equity in Washoe County, and direct Finance to make the appropriate budget amendments. Northern Nevada Public Health. (All Commission Districts.)
- 25-0704 8H1** Recommendation to Acknowledge allocation from the Judicial Council of the State of Nevada to the Reno Justice Court "Court Assistance Program (CAP)" in the amount of [\$122,355.00 for FY26, no match required]. The program focuses on reducing recidivism in offenders who have co-occurring mental health and substance abuse issues by aiding participants with sober living, trauma related treatment, residential treatment, intensive drug and alcohol testing, and transitional living services. The allocation is paid in quarterly installments of \$30,588.75 retroactively July 1st, 2025 through June 30th, 2026. Funds are transferable among court programs; and direct Finance to make the appropriate budget amendments. Reno Justice Court. (All Commission Districts.)
- 25-0705 8H2** Recommendation to Acknowledge allocation from the Judicial Council of the State of Nevada to the Reno Justice DUI Court) in the amount of [\$20,250.00 for FY26, no match required]. The program focuses on reducing recidivism in DUI offenders who have co-occurring mental health and substance abuse issues by aiding participants with sober living, trauma related treatment, residential treatment, intensive drug and alcohol testing, and transitional living services. The allocation is paid in quarterly installments of \$5,062.50 retroactively July 1st, 2025 through June 30th, 2026. Funds are transferable among court programs; and direct Finance to make the appropriate budget amendments. Reno Justice Court. (All Commission Districts.)
- 25-0706 8H3** Recommendation to Acknowledge allocation from the Judicial Council of the State of Nevada to the Reno Justice Court "Women's Trauma Court" in the amount of [\$50,800.00 for FY26, no match required]. The program focuses on reducing recidivism in female offenders who have mental health and substance abuse issues by aiding participants with sober living, trauma related treatment, residential treatment, intensive drug and alcohol testing, and transitional living services. The allocation is paid in quarterly installments of \$12,700 retroactively July 1st, 2025 through June 30th, 2026. Funds are transferable among court programs; and direct Finance to make the appropriate budget amendments. Reno Justice Court. (All Commission Districts.)
- 25-0707 8H4** Recommendation to retroactively acknowledge grant award from the State of Nevada Department of Public Safety, Office of Traffic Safety (OTS) to the Reno Justice Court in the amount of [\$120,077.00] (with a

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\$30,020.00 required match) for Federal Fiscal Year 2026; and authorize the creation of a new, grant funded, full-time DUI Case Manager Position, pay grade J140, effective October 1, 2025. The program funds the development of separate misdemeanor DUI Court tracks to provide structured intervention, reduce recidivism, and promote long-term recovery and public safety. Grant period is October 1, 2025 through September 30, 2026; and if acknowledged, authorize Human Resources to make the necessary changes and direct Finance to make the appropriate budget amendments. Reno

Justice Court. (All Commission Districts.)

25-0708 8I1 Recommendation to accept additional U.S. Forest Service grant award funding [increase of \$13,000.00, no County match required, for a total of \$78,600.00] as administered from the U.S. Department of Agriculture, U.S. Forest Service Humboldt-Toiyabe National Forest, federal project number 21-LE-11041700-005 Modification 007, for patrol of U.S. Forest Service designated roads, campgrounds, developed sites, or dispersed areas for the retroactive grant period of January 8, 2021 through May 31, 2027; authorize the Sheriff to retroactively execute the award document; and direct Finance to make the necessary budget amendments. Sheriff. (All Commission Districts.)

25-0709 8I2 Recommendation to approve the Cooperative Agreement between Washoe County Sheriff's Office and Fallon Paiute Shoshone Tribe for reimbursement to Washoe County for custody services of tribal inmates at the rate of \$109 per day per inmate and \$88.62 per hour for guard/transportation services for an estimated annual revenue to Washoe County in the amount of \$93,631. Sheriff. (All Commission Districts.)

25-0710 8I3 Recommendation to accept additional High Intensity Drug Trafficking Area (HIDTA) grant award funding [increase of \$30,000.00, no County match required, for a total of \$130,000.00] as administered from the Las Vegas Metropolitan Police Department, project number G24NV0001A, for installation and equipment costs associated with Automatic License Plate Readers (ALPRs) for the retroactive grant period of January 1, 2024 through December 31, 2025; authorize the Sheriff to retroactively execute the award document; and direct Finance to make the necessary budget amendments. Sheriff. (All Commission Districts.)

25-0711 8J1 Recommendation to acknowledge and approve, effective October 20, 2025, for Sparks Justice Court, three (3) reclassifications/position updates [-\$64,390] and increase the Court's contracted/temporary services budget [\$64,390]. Reclassify 40-hour/week Court Clerk position (70011476), pay grade J140, to a 35-hour/week Court Clerk position [-\$16,586]. Reclassify 40-hour/week Court Clerk Lead position (70000359), pay grade J150, to a 40-hour/week Court Clerk, pay grade J140 [-\$11,527]. Reclassify 40-hour/week Certified Court Interpreter position (70012427), pay grade J160, to a 40-hour/week Interpreter Clerk, pay grade J130 [-\$36,277]. Increase the Court's contracted/temporary services budget [\$64,390] and direct Human Resources and Finance to make the necessary changes. [\$0 net impact]. Sparks Justice Court. (All Commission Districts.)

25-0712 8K1 Recommendation to authorize Washoe County Treasurer to auction, pursuant to Washoe County Code 20.469 through 20.469, all delinquent lands held in trust for a total amount not less than the amount of the taxes,

costs, penalties and interest legally chargeable against the property with the exception of those parcels listed on Exhibit "A" and to approve and execute Resolution R25-104 authorizing the Washoe County Treasurer to transfer to other governmental entities, real property held in trust due to property tax delinquencies and other matters properly related thereto listed in Exhibit "A". The Delinquent Lands Book, located in the Manager's Office, identifies 66 total tax delinquent parcels which are held in trust by the Treasurer. After proper notification, the 66 parcels will be sold on April 22, 2026, if not redeemed. Treasurer. (All Commission Districts.)

25-0713 8L1 Recommendation to retroactively approve the acceptance of the Nevada Secretary of State Budget appropriation to Washoe County in the total amount of [\$151,922.06] for the postage costs to mail ballots to voters for the 2024 Primary Election and the 2024 General Election, the

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cost of Runbeck Election Services ballot stock and election materials, and for the purchase of Dominion Voting Systems Smart Cards. The Registrar of Voters received confirmation of these reimbursements from the Nevada Secretary of State August 2025; therefore, the request to accept these reimbursements is retroactive. Voters. (All Commission Districts.)

On the call for public comment, Ms. Pam Roberts provided documents, copies of which were placed on file with the Clerk. She shared that she was one of three people listed for re-appointment to the Washoe County Senior Advisory Board (SAB) in Agenda Item 8D1. She said that because that item was originally agendaized and posted, she would comment on it. She described that she was the immediate past chair of the SAB until recently. She divulged that she lived in District 5, then sold her home there and stayed with a friend in District 5 while looking for a new home to purchase. She explained that she purchased her new home in District 1 but did not move into that district until August 2025. She stated that she received mixed advice from the Deputy District Attorney (DDA) assigned to the SAB regarding when she needed to resign from her SAB position. She added that as soon as she realized she needed to resign, she did. She described that, leading up to the time when she left District 5, she and other SAB members received conflicting advice regarding *holdover positions*. She explained that the terms of some SAB members were expiring, and the SAB made recommendations about those appointments, but it took more time than the SAB anticipated to get the item on the Board of County Commissioners (BCC) agenda. She recounted that after she resigned, the acting chair, Denise Myer, took over the last meeting. Ms. Roberts said that she was very upset when Commissioner Clark expressed during public comment at that meeting that he was opposed to Ms. Roberts being reappointed. She understood that Commissioner Clark advocated for new people to be appointed to the SAB, but she argued that there were already new people in place, none of whom had served on the SAB for more than five years. She added that there were term limits, and members could only serve two consecutive terms. She conveyed that the SAB accomplished many things during her tenure, including regular involvement in planning for activities during Older Americans Month.

Ms. Denise Myer advised that she was acting as the interim Chair for the SAB and she hoped to reinstate Ms. Roberts as Chair. She encouraged the BCC to support the SAB's recommendations of members Edward Lamb, MaryAnn McCauley, and Pamela Roberts, who she noted was changing from District 5 to District 1. She shared that all the members of the SAB worked well together despite holding different points of view and background experiences. She revealed that they had challenged each other to grow on the SAB and Ms. Roberts was an excellent leader. Ms. Myer elaborated that Ms. Roberts was very respectful of everybody on the SAB and the people in the audience, encouraged people to speak their mind, and was very respectful of people's point of view. Ms. Myer summarized that she wanted to see everybody reappointed to their positions.

Mr. Justin Cercone said he was proud to be in attendance at the meeting and speak to the Board as someone who had been given a second chance through the Men's CrossRoads program. He added that he had the opportunity to be one of the first two fathers in the CrossRoads Families program. He admitted that when he first went to CrossRoads he did not take it seriously. He thought he could just coast through the program and everything would somehow work itself out. He described that it was not until he faced the consequences of his choices, which included sitting behind locked doors, eating the same bad food, and staring at cold walls in a tiny cell, that he realized how much he had taken for granted. He reported that when he got another chance to go to CrossRoads, he made a choice to do things differently by putting in the work to really look at himself and commit to change. He shared that once he did that, things started to shift. He conveyed that what made CrossRoads special was not just the program; it was the people, the community, and being surrounded by others who understood what it meant to struggle, to fall, and to get back up again. He stated that CrossRoads participants held each other accountable and encouraged each other. He disclosed that he had learned responsibility, honesty, patience, and, most importantly, love for himself, for others, and for the life he was building. Mr. Cercone described moving into the CrossRoads Families building as one of his biggest blessings and felt that having his child with him on weekends positively impacted his recovery. He said that before the move, he was trying to get better for his child, but now he got to do it with his child. He commented that every Friday when he knew his child was coming, it reminded him of his commitment and purpose. He shared that waking up on those weekends, making breakfast with his child, and laughing together were moments that made recovery real and kept him grounded and focused. He summarized that CrossRoads gave him hope, which he never thought he would have again. The program showed him that he could be a present father, a reliable friend, and a man who took pride in doing the right thing. He recalled that when he was first at CrossRoads, he was angry at the world and thought everyone was against him. He said that he had come to see things differently and could now recognize how much people, including staff, his peers, and program supporters, actually cared. He felt that supporters were not just helping people get sober, they were helping

rebuild lives and families like his. He did not view himself as the same person he was when he started his recovery journey. He now saw himself as a man learning to lead with integrity, a father who showed up, and someone who was truly thankful for the second chance that CrossRoads and the community gave him. He thanked the BCC, the staff, and everyone who continued to support CrossRoads. He reminded them that they were changing lives.

Ms. Katie Dillon expressed her gratitude and appreciation for the CrossRoads program, which she felt had not only changed her life, but truly saved it. She described that before going to CrossRoads she was lost in the deepest, darkest parts of her addiction and lived a life with no meaning or purpose for 20 years. She reported being in and out of jail and numerous recovery programs during that time, and she said that nothing ever reached her the way that CrossRoads did. She established that when she initially walked through doors at CrossRoads, she was broken and had lost her family, her sense of purpose, and, most importantly, herself. She related that CrossRoads provided a community that loved her until she could learn to love herself back, which no other place ever had. She explained that she began to rebuild through the program. She articulated that it gave her children their mother back, made her employable, gave her family back, and provided her with stability, structure, and a foundation on which she could build the rest of her life. She communicated that CrossRoads gave her a safe place to grow and the opportunity to find herself again and learn who she was. She felt that, through CrossRoads, she had become a woman of integrity who was filled with compassion and led with love. She expressed her gratitude for all the resources, time, and energy that were poured into CrossRoads. She said that support ensured that the program could reach as many people as possible who were facing the same struggles she had. She predicted that the dedication and support that went into building and maintaining CrossRoads would continue to save lives for years to come. She believed that the therapeutic community model at CrossRoads worked because it allowed people to be vulnerable and share their truth without judgement, surrounded by the support of people who truly understood. She described it as people helping people, learning responsibility and emotional growth through daily living. She shared that the program focused on healing the entire person and did not just stop at substance use. She conveyed that because of CrossRoads, she did not just have a second chance, she had a new life. She noted that gift came with responsibility to give back what was so freely given to her. She revealed that sense of responsibility was why she was committed to investing her time and energy into helping others who were walking the same path that she once did. She wanted to reach out to people and remind them that recovery was possible, they were not alone, and they could build a life beyond their wildest dreams like she did. She thanked everyone who helped support the program. She stated that the generosity of supporters was saving the lives of countless addicts who might otherwise die. She concluded that because of supporters, people like her found hope, healing, and a future they never thought they would have.

Mr. Mason McKenna disclosed that he was 21 years old and a proud resident at CrossRoads. He recalled that when he first arrived at CrossRoads, he was struggling with alcohol addiction. He remarked that it was not just the alcohol that was destroying him; it was the shame, guilt, and the belief that he could not be more than his mistakes. He said he was vulnerable, ashamed, and unsure if he deserved a second chance, but CrossRoads gave him one. He described that what he found at CrossRoads was not just a place to get sober, it was a place to rebuild who he was. He explained that the staff, the people, and the structure helped him look at himself in ways that he never had before. He commented that they taught him that recovery was not just about forgetting who you were, it was about learning, forgiving yourself, and building a new foundation for who you wanted to become. He revealed that for the first time in his life, he started to let go of the person that he used to be. He stopped running from his past and he started facing it. He asserted that the shame he used to carry turned into motivation and the guilt became gratitude. Mr. McKenna shared that one of the most unexpected gifts that he received at CrossRoads was the brotherhood. He elaborated that he had never had a similar community before in which people understood him, supported him, and held him accountable. He viewed the other CrossRoads residents more as family than friends. He determined that they had all seen different battles but pursued the same mission to become better every day. He said that now when he saw someone struggling as he once did, he did not see that person as a lost cause or a stereotype. He saw someone who needed help, and he wanted to reach out his hand. He summarized that CrossRoads changed the way he thought, acted, and saw the world. He added that it gave him purpose and reminded him that addicts were not defined by their lowest moments. Instead, they were defined by the strength needed to rise from those low moments. He thanked the people who make programs like CrossRoads possible and continued to believe in second chances. He said people like that did not just save lives, they helped people like him find a reason to live again.

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Mr. Steven Markley thanked the Board and said it was a pleasure to be there with them. He knew that the Commissioners had heard a lot of his story over the past year, but he provided some updates. He announced that, thanks to the CrossRoads workforce development program, he had a full-time job as an academic assistant at the UNR School of Public Health, which would enable him to get a degree tuition-free. He spoke about the CrossRoads program and the accomplishments of program participants over the years. He noted that dozens of participants went through peer recovery support specialist (PRSS) training and were making a difference in the community. He added that more participants were currently learning how to become a PRSS. He applauded those individuals for their willingness to undertake work of that nature and meet people where they were, which could bring up past traumas for people in recovery. He identified the one-on-one approach CrossRoads took as a factor that contributed to success. He said CrossRoads was committed to engaging people with lived experience and continually finding ways to help the many people who still needed support. He recalled that the CrossRoads program identified his desire to help people and worked with him to show him what needed to be done rather than just reciting platitudes. He established that he was able to use what he learned to prepare other CrossRoads participants for work in the community. He reported that he was starting to do some community organizing and was excited about the direction CrossRoads was taking. He stated that CrossRoads would make a difference thanks to support from the BCC and the community.

County Clerk Jan Galassini asked if Chair Hill preferred to hear public comments about Agenda Item 8F7 next or wait until after the vote was taken on the Consent Agenda items. Chair Hill stated her preference to wait until the item was opened so commenters could hear staff conversation and then provide their remarks.

Ms. Galassini advised the Board that she received emailed public comments, which were placed on file.

On motion by Commissioner Garcia, seconded by Commissioner Andriola, which motion duly carried on a 5-0 vote, it was ordered that Consent Agenda Items 8A1 through 8L1, with the exclusion of Items 8D1 and 8F7, be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 8A1 through 8L1, with the exclusion of Items 8D1 and 8F7, are attached hereto and made a part of the minutes thereof.

25-0714 8F7 Recommendation to approve a request by the Chief Financial Officer, through the Washoe County Clerk, and pursuant to Washoe County Code 2.030, to initiate amendments to the Washoe County Code by repealing Chapter 11 in its entirety to dissolve the Department of Alternative Sentencing effective January 1, 2026; and direct the County Clerk to submit the request to the District Attorney for preparation of a proposed revision in accordance with Washoe County Code 2.040. Manager. (All Commission Districts.)

Interim County Manager (ICM) Kate Thomas clarified that Item 8F7 was a recommendation to initiate action, not a first or second reading. She mentioned that Chief Financial Officer (CFO) Abbe Yacoben would provide additional details regarding efficiency and the timeframe for resolving the issues. She stated that there were ongoing staffing-related issues being addressed and emphasized that dissolving the department would not eliminate its functions.

Ms. Yacoben stated that Agenda Item 8F7 was intended to allow amendments to the Washoe County Code (WCC). She added that, after the vote, the Board would have two discussions on whether to repeal Chapter 11 of the WCC, which established the Department of Alternative Sentencing (DAS). She reiterated a prior comment made by ICM Thomas, that the intent was not to halt any of the four primary services provided by DAS, but rather to increase efficiency. She reminded the Board that budget messaging, which had already begun for the upcoming Fiscal Year (FY), would serve as an opportunity to increase efficiency and, when possible, enhance service levels. She explained that a detailed presentation was forthcoming, as many experts from various departments had been collaborating. She stated that the current vote would determine whether to allow additional detailed conversations regarding the DAS.

Chair Hill thanked Ms. Yacoben for providing the parameters for discussion.

On the call for public comment, Alternative Sentencing Officer Mark Wickman addressed several ongoing concerns that affected the DAS operations, morale, and public perception. He expressed

concern about how the DAS audit had been portrayed in the media. He noted that staff had responded to 67 audit findings but felt their efforts had gone unacknowledged. He mentioned that morale continued to decline, and the public narrative had shifted blame onto the officers instead of recognizing the leadership failures that contributed to the issues identified in the audit. He stated that former Chief Justin Roper was at the center of the mismanagement, and although the audit confirmed that, the

consequences disproportionately affected those not responsible for the decisions. He believed that the County and management were aware of the fiscal issues under Mr. Roper, and that timely oversight could have mitigated the situation. He alleged that, instead, public perception was shaped by misleading reports that suggested that the DAS operated outside legal and ethical boundaries, claims he considered inaccurate. He stated that the DAS rejected allegations that officers had conducted unauthorized activities, such as using vehicles illegally or engaging in traffic enforcement beyond their authority. He explained that the policies had been in place for years and were reviewed and approved by the Washoe County District Attorney's (DA) Office. He detailed that stops under those policies were rare, with only 59 over ten years, averaging one per officer per year, and were made solely for public safety reasons. He noted that he could not imagine that the County would expect Category One Peace Officers to ignore serious violations while operating police vehicles. He stated that recent comments by a Commissioner who claimed the DAS impeded addiction recovery, overcharged individuals, and imposed unnecessary fees were inaccurate and unsupported. He explained that fees were set by court orders, remained the lowest in the region, and that revenues went into the County's General Fund. He noted that former probationers had recently expressed concern over media reports and shared how the DAS had impacted their recovery. He shared a story of a seven-year clean addict who ran treatment facilities in Portland and held a drug and alcohol counseling license. He believed that due to misconceptions, the Washoe County District Court planned to contract private labs, which he thought would increase the cost of mandated tests. He added that the decision would cost taxpayers hundreds of thousands of dollars more than the current operation, which he found both fiscally and ethically troubling. He believed that, instead of addressing poor management under Mr. Roper and a lack of oversight by the County, DAS was being unfairly blamed for actions that never occurred. He stated that since Mr. Roper's departure, DAS had significantly improved fiscal oversight and returned unspent funds, which had not been addressed in a media interview with ICM Thomas. He added that the DAS team remained demoralized, and despite the many roadblocks from the County, they continued to work daily with individuals who battled addiction, enforced court orders, and operated a professional and compassionate lab. He said that none of the DAS's professionalism had been publicly recognized by County leadership. He felt that the DAS had been a scapegoat that enabled certain individuals to advance within the County hierarchy. He noted that staff were being transferred and that contracts were being unilaterally changed without negotiation. He stated that it must have been fate, as members of the CrossRoads program, one of DAS's largest community partners, spoke on recovery and mental health that day. He noted that it reflected the work DAS had done since 2006, which was the reason that the department was formed. He said that previously the department had been recognized with awards, engaged with probationers, and participated in podcasts, and now was being dissolved. He felt that discussions about breaking down and rebuilding the department for efficiency were wrong. He believed that the DAS had established a department that was an asset to the community. He thought that no one had asked the DAS for information, despite their attempts to notify ICM Thomas and Human Resources (HR) to schedule meetings, which went unanswered. He mentioned that a lieutenant who was assigned to oversee them had gone on ride-alongs to understand operations, but Mr. Wickman felt that approach was not productive. He said that eliminating the department would have a negative impact. He indicated that judges had

suggested that individuals would remain in custody if there were no alternative supervision programs. He expressed sadness at seeing members of the CrossRoads program, many of whom had been helped by DAS and were former probationers. He explained that he had been with DAS since 2006 and hoped the Board would consider the department's community contributions rather than focusing solely on fiscal concerns. He asked the Board to give the DAS a second chance to hire a chief and the opportunity to address any issues. He suggested that the DAS operated on the County's lowest budget of \$5 million and contributed \$3 million to the General Fund. He thought the alternative solution would cost taxpayers more.

Public Defender Evelyn Grosenick said she had the pleasure of working with many County employees through the DAS and Mr. Wickman. She described them as hardworking and noted that dedication was evident in Mr. Wickman's voice when he spoke about their services. She hoped that her comments would not diminish the work that those individuals had done and continued to do. She said that she supported the measure because it presented an opportunity to consolidate all pretrial supervision into one agency for the County courts, a process she acknowledged would take time. She believed that having a pretrial supervision

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agency was the best practice, as outlined in Standard 2.7 of the 2024 Pretrial Standards. She stated that a single agency could provide higher-quality, more consistent data, which would enable everyone to make better-informed decisions. She felt that organizational efficiencies and advantages could be achieved by having the same agency conduct risk assessments and supervise clients. More importantly, she asked the Board to consider the obstacles that pretrial supervision posed for many clients, and noted that the justice court relied on the DAS for most of the people they released. She added that many individuals whose cases were transferred to the District Court had to switch to a different supervision agency. She explained many obstacles that clients faced, and she felt that having multiple locations was confusing. She suggested that clients were often held to an unrealistic standard of perfection in their pretrial performance, and changing locations could create issues. She thought that consolidating pretrial supervision into a single agency could remove hurdles faced by vulnerable clients who were navigating the system. She noted that the County had been working to implement the Sequential Intercept Model (SIM) and explained that public defenders had observed the jail becoming a catchall for individuals who lacked community support. She believed that a positive motion aligned with the SIM and gave Washoe County an opportunity to rebuild for the future.

Joe Ingraham, founder and retired Chief of the DAS, said he was humbled to see members of the CrossRoads program sharing their stories, which was one of the reasons that the DAS was created. He remarked on a previous comment by Commissioner Clark about Emergency Medical Services (EMS) and the outstanding work of its 600 employees and questioned if the Board would eliminate EMS if its management had made mistakes. He believed the failures within the DAS stemmed from the former chief, County management, and finance, and suggested that those individuals had allowed the mismanagement of funds to persist for many years. He noted that the department was established in 2005 and mentioned that whoever created the staff report for Agenda Item 8F7 should have ensured the accuracy and completeness of the information presented. He commended Washoe County Sheriff's Office (WCSO) Undersheriff Corey Solferino and

acknowledged the ongoing efforts within the WCSO. He stated that excellent work was being done and would work phenomenally hand in hand with the DAS. He said that he supported consolidation. He noted that when he retired in 2020, the department had grown from three employees to 67 and operated seven days a week. He believed that numerous revenue-generating drug tests had been conducted for the County at minimal cost to individuals. He believed that consolidation was necessary and that pretrial services fell under the auspices of the DAS. He stated that conducting pretrial services solely with phone calls to remind individuals to appear in court or to complete a drug test was not effective. He said that the department was established to enforce court orders and noted that judges often imposed programmatic or specific conditions as part of an individual's release from custody. He indicated that the DAS ensured compliance with court-ordered conditions and responded swiftly to regressive behavior. He thought that most would agree that was a vital step to intervening early and preventing individuals from continued struggle. He said that he was passionate about the topic.

Chair Hill thanked Mr. Ingraham for his service and for attending the meeting.

Attorney Ronald Dreher expressed concern regarding the steps that the County had taken. He explained that he represented law enforcement officers across the State of Nevada in various labor issues and noted that, until March 2025, he had no prior interactions with the DAS. He suggested that his current interaction was due to the actions of the former chief, not law enforcement staff. He expressed concern from both a legal and a labor perspective regarding the rights of police officers. He explained that, in Nevada, police officers were protected under Nevada Revised Statutes (NRS) Chapter 289, which encompassed many rights and included due process. He stated that since March 2025, the County had unilaterally engaged in a systemic dismantling of the association, which he viewed as a violation of both NRS Chapters 288 and 289. He added that a complaint had been filed with the Employee Management Relations Board, and a grievance was scheduled for arbitration. He stated that those actions would lead to filing an injunction in court to enforce the collective bargaining agreement, which he believed had been unilaterally altered and was therefore unlawful. He asserted that Agenda Item 8F7 represented another step in the County's illegal actions against the law enforcement association. He noted that the peace officers' rights under their collective bargaining agreement were being unilaterally changed. He believed that the issue began with a call from the United States (US) Secret Service, who requested representation for the officers after they had been called as witnesses regarding alleged illegal actions by the former chief. He said that none of the officers had done anything wrong. He mentioned that in the spring, the association had requested that any changes be made collaboratively. He indicated that his team had offered suggestions to the County and ICM Thomas, all of which were rejected. He

said that sadly those actions were being driven by a small group within the County and respectfully urged the Commissioners to consider that such actions could result in years of unnecessary litigation. He requested that the Board reject the recommendation and vote against it.

Chief Deputy District Attorney (CDDA) Michael Large stated that the Board of County Commissioners (BCC) had the authority to legislate ordinances and make structural decisions about County departments. He acknowledged that what the Board was doing through the ordinance was a legislative process. He explained that efforts to override that process, through any administrative channels, risked undermining constitutional balances, and attempting to block a legislative process through a grievance and arbitration, or other proceedings, was a violation of the separation of powers. He stated that the item was clearly within the Board's purview, as outlined in the collective bargaining agreements, in terms of maintaining efficient government operations. He added that the Board had the power to create or dismantle the department. He explained that, contrary to what the Board had been told, no changes had been made to any collective bargaining agreements throughout the process. He noted that the agreements were between the labor union and Washoe County, and that no structural changes had occurred.

ICM Thomas clarified that at no point had it been suggested that anyone in the department had done anything wrong. She explained that discussions were driven not only by fiscal concerns, but also to improve efficiency. She mentioned that with changes in leadership, there was an opportunity for the County to examine specific challenging financial times and assess its ability to make policy and structure adjustments to enhance effectiveness. She emphasized that the County's goal was to maintain and expand its current functions, but through a different approach of providing those services under existing resource departments that had the capacity.

Commissioner Garcia referenced a prior public comment regarding a violation of NRS Chapters 288 and 289 and asked CDDA Large to clarify how Article 4 related to the violations cited by the public commenter.

CDDA Large explained that NRS Chapter 289 addressed the Peace Officers Bill of Rights, and Chapter 288 covered labor relations. He stated that Article 4 of Washoe County's collective bargaining agreements included non-negotiable management rights, which allowed making changes to maintain efficient government operations. He stated that authority was the basis for Agenda Item 8F7, which included the planned departmental restructuring aimed at maintaining government operations.

Commissioner Andriola stated that Ms. Yacoben had indicated Agenda Item 8F7 would allow WCC to be opened for further discussion. She noted that a high-level conversation about costs had taken place and asked whether an analysis was completed. She acknowledged that services would continue to be provided, although the structure might change. She requested information about the analysis and process, which included efficiency and the potential cost impact on the County.

Ms. Yacoben explained that cost savings would come from the building lease and the chief's salary, with total estimated savings of approximately \$250,000. She stated that additional information would be presented at a future BCC meeting. She stated that the decision was not based on financial reasons but rather intended to enhance the efficiency of services, with the monetary aspect being a minor consideration in the overall

assessment. She explained that the drug testing services for many of the entities that utilized Sober 24 were being transitioned to a private sector company. She added that Sober 24's budget had previously subsidized those operations, so a portion of that budgetary authority would be reallocated to the entities using the private sector company for testing. She mentioned that discussions were taking place with various departments that were collaborating to absorb DAS's duties, allowing for the continuation of services. She explained that, if the item passed through an initiation, first reading, and second reading, several budget adjustments and movements would be made on December 16, 2025, following a decision on which financial model the County would provide. She added that the programmatic model was known; however, specific changes were being made while working with the various departments to ensure the process was inclusive.

Commissioner Andriola thanked Ms. Yacoben for indicating that additional information would be provided that would compare financial impacts and efficiencies. She noted that during public comments, potential barriers in the program had been identified and addressed. Ms. Yacoben confirmed that removing the

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barriers would be one of the enhancements discussed in the coming weeks, as well as avoided costs. Commissioner Andriola said that she looked forward to receiving that information.

Commissioner Clark stated that, as a sitting Commissioner, he had some insight into the issue but lacked sufficient information to fully understand the situation. He said that he could not recall any instance where a Washoe County department had been investigated and closed by the Department of Justice (DOJ). He expressed that the situation could not be ignored and recalled being chastised after requesting information about potential issues related to Mr. Roper's work in Las Vegas. He added that he appreciated Chair Hill's apology since that time. He stated that, since the DAS was an organization of law enforcement officers, any observed issues should have been addressed. He directed his concern to Mr. Wickman and asked whether anyone had noticed the problems within the department and why they had not been mentioned previously. He said that he was not accusing the staff of defending past behaviors, but questioned their actions. He suggested that former County Manager Eric Brown should be held accountable. He explained that he and Mr. Brown had clashed for nearly four years, prior to his appointment as a Commissioner, over what he perceived as a lack of management in various aspects of County operations. He believed that Mr. Brown should have investigated the department. He noted that four other Commissioners had provided Mr. Brown with several evaluations that indicated there was no need for improvement, which led to pay increases and bonuses. He felt that those actions had caused chaos among the DAS employees, who, fearing the loss of their jobs, had engaged attorneys. He thought that the DA's Office, the Public Defender's Office, and the judges were concerned. He questioned why the issues were only being addressed now. He said that he did not want County management or members of the BCC to feel embarrassed.

Commissioner Clark stated that Mr. Brown had refused to provide better food for seniors and mentioned that he had many examples of mismanagement within the County. He acknowledged that some might not approve of him addressing such issues, but he felt that it was important for the public to be aware of them. He commended Mr.

Ingraham for his success and the awards he won while managing the DAS. He shared that Mr. Ingraham had done a great job, and he wished that he had not retired, which may have prevented the issues with the DAS. He said that while he supported the employees, the events that had occurred were damaging to the County's reputation, and such mismanagement was unacceptable. He acknowledged that he did not have all the details of the situation but believed that the truth would eventually be revealed. He added that he suspected the events were serious, as the DOJ would not close a small County office without cause. He said that there were 4,000 or 5,000 counties in the US and believed that few, if any, had the dubious distinction of having a department closed due to employee mismanagement. He emphasized that the County needed to avoid such a reputation. He mentioned that he had been fortunate enough to attend a recent meeting with representatives from the DA's Office, public defenders, and judges who provided valuable insights. He acknowledged that ICM Thomas had done an excellent job putting together proposed revisions to DAS operations, but he felt that additional input from judges, public defenders, the DA, and the sheriff was needed to ensure the revised program was better prepared for the future. He indicated that he supported efficiency and if it benefited the public defenders, the DA, and the WCSO, he supported efforts to improve the process. He believed that the program's management should be held accountable and that questions should be directed to individuals who might have witnessed incidents that should have been reported. He suggested that employees may have had some awareness of what was occurring, and if they had come forward, the Board would not need to spend time restructuring a department that had previously functioned successfully. He said that the Board could not overlook the issues.

Chair Hill said that she struggled with her decision and found it heartbreaking that the matter had become so public. She acknowledged that staff might feel they were not at fault, having performed well for the County, but they were nonetheless being affected by poor management. She stated that the BCC respected the work that the DAS performed and did not want to eliminate those services. She said she was hesitant to move forward with dissolving the DAS because she recognized the department provided a valuable service to the community. She felt that it was essential to give staff the opportunity to propose a plan that could create efficiencies and contribute to the SIM, reflecting the Board's commitment to supporting those in need. She acknowledged that there might be a way to streamline services while providing adequate support. She shared that the BCC wanted to ensure that judges, public defenders, alternative public defenders, court staff, and the DAS staff were aligned. She hoped that the Board had clearly communicated their expectations to enable staff to develop a solution. She emphasized the importance of conducting audits and maintaining a robust audit team to identify potential inconsistencies, corruption, fraud, or mismanagement of government funds. She indicated that action must be taken when issues were discovered. She said that she looked forward

to reviewing the proposal that would ensure the public continued to receive necessary services. She mentioned that judges relied on information from those services when determining whether someone needed to be incarcerated. She said that while she was committed to being open-minded, she acknowledged that change could be challenging and wanted to assess whether a restructuring would be sensible. She said that she looked forward to the presentation and

stated that she supported voting to open the WCC to allow for future discussions on potential proposals.

CDDA Large stated that the County's proposal to dissolve the DAS was a non-punitive, efficiency-driven reorganization of County resources. He emphasized that the DAS employees were not suspected of misconduct, were not under investigation, and faced no disciplinary action or adverse consequences. He added that the change applied equally to all staff and was designed to improve operations while avoiding layoffs. He mentioned that if the County's intent were punitive, it would not have ensured that every employee was reassigned. He highlighted the County's transparency and good faith approach as evidence that the item was not a disciplinary matter.

Chair Hill said the Board wanted to ensure that the public would continue to be served. She stated that she looked forward to the presentation on the reorganization and thanked the staff.

On motion by Chair Hill, seconded by Commissioner Clark, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 8F7 be approved.

BLOCK VOTE – 10 THROUGH 17

25-0715 AGENDA ITEM 10 Recommendation to approve Construction Change Order No. 03, for the South Reno Manhole Rehabilitation Project between Washoe County and Farr Construction Corporation (doing business as Resource Development Company) [in the not to exceed amount of \$100,000.00, for a total contract amount not to exceed \$698,900.00] and extend project timeline to March 31, 2026. This request conforms to Nevada Revised Statutes and Washoe County policy requirements for project cost increases exceeding \$25,000.00 or 5%, whichever is greater, of the original approved contract amount. Change Order No. 03 is required due to unforeseen manhole and soil conditions requiring additional cementitious grout materials in excess of the original quantities included in the original contract award. Community Services. (Commission District 2.)

There was no response to the call for public comment.

On motion by Vice Chair Herman, seconded by Commissioner Andriola, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 10 be approved and extended.

25-0716 AGENDA ITEM 11 Recommendation to authorize the purchase of furniture for the Future of Work 230 Edison Facility Remodel Project, PWP-WA-2025-026 from Reno Business Interiors (local vendor of Haworth systems furniture) based on pricing from OMNIA Partners, contract #2020000606, a cooperative purchasing agreement [in the amount of \$667,397.01 plus \$30,000.00 in project contingency for a total project cost not to exceed \$697,397.01]. This purchase includes architectural wall systems, freestanding structural systems and systems furniture to support the remodel at 230 Edison Way, Reno. The total cost includes freight and installation services in addition to materials. Community Services. (Commission District 2.)

There was no response to the call for public comment.

On motion by Vice Chair Herman, seconded by Commissioner Andriola, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 11 be authorized.

25-0717 AGENDA ITEM 12 Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Kids Kottage 1 Window and Door Replacement Project,

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located at 2095 Longley Lane, Reno NV, PWP-WA-2025-351 [staff recommends Houston Smith Construction, Inc., in the amount of the base bid \$320,000.00]; and approve a project contingency allowance in the amount of \$31,000.00 to be used if needed on a time and materials basis for a total project amount of \$351,000.00]. The project consists of the replacement of all windows and storefront-style doors in the Kids Kottage 1 facility, providing a secure environment serving vulnerable children in Washoe County. Community Services. (Commission District 2.)

There was no response to the call for public comment.

On motion by Vice Chair Herman, seconded by Commissioner Andriola, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 12 be awarded and approved.

25-0718 AGENDA ITEM 13 Recommendation to retroactively acknowledge the grant award from the State of Nevada, Administrative Office of the Courts to the Second Judicial District Court, in the amount of [\$1,111,200.64] (no match required), to support the Specialty Court programs, effective July 1, 2025, through June 30, 2026. District Court. (All Commission Districts.)

There was no response to the call for public comment.

On motion by Vice Chair Herman, seconded by Commissioner Andriola, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 13 be acknowledged.

25-0719 AGENDA ITEM 14 Recommendation to accept the Fund for a Resilient Nevada Project Period 2 subgrant award from the State of Nevada Department of Health and Human Services (DHHS), in the amount of [\$480,258.00; no county match] to provide Peer Recovery Support Specialist (PRSS) services and timely substance abuse disorder evaluations and treatment as elements part of the Sobriety Treatment and Recovery Teams (START) evidence-based program, retroactive for the period of July 1, 2025 through June 30, 2027; authorize the Director of Human Services Agency to execute the sub-grant documents; and direct Finance to make the necessary budget amendments. Human Services Agency. (All Commission Districts.)

There was no response to the call for public comment.

On motion by Vice Chair Herman, seconded by Commissioner Andriola, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 14 be accepted, authorized, and directed.

25-0720 AGENDA ITEM 15 Recommendation to accept a Grant Agreement between Washoe County Human Services Agency and The William N. Pennington Foundation in the amount of [\$325,000.00; no county match] retroactively for the period of July 29, 2025 to July 28, 2026 in support of children in foster care; retroactively authorize the Director of the Human Services Agency to execute the agreement; and direct Finance to make the necessary budget amendments. Human Services Agency. (All Commission Districts.)

There was no response to the call for public comment.

On motion by Vice Chair Herman, seconded by Commissioner Andriola, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 15 be accepted, authorized, and directed.

25-0721 AGENDA ITEM 16 Recommendation to deobligate previously approved allocations of American Rescue Plan Act (ARPA) funds through the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) in the amount of [\$645,527.47] for projects that have been completed under budget, cancelled, or no longer need the previously approved levels of funding: National Fitness Courts \$137,888.48 IVCBA - Mainstreet \$3.00 Community Foundation of Northern Nevada \$0.01 Sun Valley GID - Gepford and Highland Ranch Parks \$7.98 Seven Magic Mountains \$500,000.00 Incline Village Justice Court Renovations \$7,628.00. Approve increased allocations to following approved projects in the amount of [645,527.47]: Washoe Behavioral

Health Center (formerly West Hills) Facility Upgrades in the amount of \$637,899.47 Tahoe Lending Locals Program in the amount of \$7,628.00. And, if approved, direct Finance to make necessary net-zero cross-fund and/or cross-functional budget appropriation transfers and budget amendment. Manager. (All Commission Districts.)

There was no response to the call for public comment.

On motion by Vice Chair Herman, seconded by Commissioner Andriola, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 16 be deobligated, approved, and directed.

25-0723 AGENDA ITEM 9 Recommendation to appoint four candidates from a pool of applicants, including Erin Albright, Richard Berman, Brian Erbis, Robert Lissner, Savita Shukla, Tracey Thomas, Brandi Tripp Russell, Duong Betty Tsuji, and Corinthia Yancey, to fill vacancies of three regular members and one alternate member on the Washoe County Board of Equalization with one regular member term beginning on January 1, 2026, and ending on June 30, 2028, two regular member terms beginning on January 1, 2026, and ending on June 30, 2026, and one alternate member term beginning on January 1, 2026, and ending on June 30, 2026. Clerk. (All Commission Districts.)

Community Outreach Coordinator Alexandra Wilson explained that there were four vacancies to appoint and three rounds of voting would be conducted. For the first round, Board members were instructed to select their top two candidates for the single, regular member at a two-year term. The next round would be the top three candidates for the two regular members at a one-year term. The last round would be the top two candidates for the alternate member for a one-year term.

Chair Hill asked for confirmation that the Board of Equalization (BOE) did not recommend any applicants to the Board of County Commissioners (BCC), which Ms. Wilson affirmed.

There was no response to the call for public comment.

County Clerk Jan Galassini read the Commissioners' votes aloud. Chair Hill summarized the top candidate for the single, regular member at a two-year term was Erin Albright.

On motion by Commissioner Andriola, seconded by Commissioner Garcia, which motion duly carried on a 5-0 vote, it was ordered that Erin Albright be appointed to fill one two-year regular member vacancy on the Washoe County Board of Equalization beginning on January 1, 2026, and ending on June 30, 2028.

Ms. Galassini read the Commissioners' votes aloud. Chair Hill summarized the top two candidates for the two regular members at a one-year term were Savita Shukla and Robert Lissner.

On motion by Chair Hill, seconded by Commissioner Andriola, which motion duly carried on a 5-0 vote, it was ordered that Savita Shukla and Robert Lissner be appointed to fill one-year regular member vacancies on the Washoe County Board of Equalization beginning on January 1, 2026, and ending on June 30, 2026.

Ms. Galassini read the Commissioners' votes aloud. Ms. Wilson summarized the top candidates were Richard Berman, Tracey Thomas, Brandi Tripp Russell, Duong Betty Tsuji, and Corinthia Yancey. Chair Hill observed that it made sense that BCC members were divided because the pool of applicants was excellent. Ms. Wilson advised that for the next round of voting, Board members should select their top two candidates from the remaining names. She added that if a consensus was not reached, a final round of voting would be conducted in which Board members would only select their top candidate.

Ms. Galassini read the results of the second round of voting for the alternate member. Chair Hill summarized the top candidate for the alternate member was Corinthia Yancey. Chair Hill indicated she would need a formal motion to appoint Ms. Yancey.

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On motion by Commissioner Andriola, seconded by Commissioner Garcia, which motion duly carried on a 5-0 vote, it was ordered that Corinthia Yancey be appointed to fill one alternate member vacancy on the Washoe County Board of Equalization beginning on January 1, 2026, and ending on June 30, 2026.

Chair Hill congratulated the candidates who were selected and thanked all of the applicants. She said she looked forward to seeing them on other boards and commissions and hoped they would stay engaged.

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County Clerk Jan Galassini reminded the Board that Agenda Item 17 was pulled.

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25-0722 AGENDA ITEM 17 Recommendation to approve Change Order Number 20 to the System Purchase Agreement between Washoe County and Harris Corporation Communications Systems Segment (L3Harris), Dated September 27, 2018; to approve the final scope of work regarding construction on the Red Peak Communications Site for a cost not to exceed [\$329,180.86]; if approved, authorize the County's Purchasing and Contracts Manager to execute the Change Order; and authorize L3Harris to commence construction activities at the Red Peak Site. Technology Services. (All Commission Districts.)

This item was pulled.

25-0724 AGENDA ITEM 18 Introduction and first reading of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving a development agreement between Washoe County and Toiyabe Investment Co., a Nevada corporation, Helvetica CTV Crossbow, LLC, a Nevada limited liability company, Helvetica Tampa 24, LLC, a Delaware limited liability company, and Passive Creek, LLC, a Nevada limited liability company for Montreux 2000, a residential subdivision (Tentative Subdivision Map Case No. TM0007-002). The purpose of the development agreement is to extend the deadline for recording the next final map from July 24, 2025, to July 24, 2026, and to adopt amended conditions of approval (WAC25-0016). The project is located south of Mount Rose Highway at Bordeaux Drive. The project encompasses a total of approximately 411.11 acres and a 37.01-acre portion of the project is subject to the development agreement, and the total number of residential lots allowed by the approved tentative map is 357 with 335 lots recorded and 22 lots remaining to be recorded. The parcels are located within the Forest Planning Area and Washoe County Commission District No. 2. (APNs: 148-010-60, 148-351-08). And, if introduced, schedule a public hearing, second reading and possible adoption of the ordinance for November 18, 2025, and authorization for the Chair to execute the development agreement. Community Services. (Commission District 2.)

County Clerk Jan Galassini read the title for Bill No. 1938.

1:14 p.m. Commissioner Clark left the meeting.

Chair Hill asked if the Board desired a staff presentation on the agenda item and it was determined that no presentation was needed.

There was no response to the call for public comment.

Bill No. 1938 was introduced by Commissioner Garcia, and legal notice for final action of adoption was directed.

PUBLIC HEARING

Chair Hill opened the public hearing.

25-0725 AGENDA ITEM 19 Public Hearing: Second reading and possible adoption of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving an amended development agreement between Washoe County and St. James's Village, Inc. for St. James's Village, a residential subdivision (Tentative Subdivision Map Case No. TM5-2-92, as amended by Amendment of Conditions Case Number WAC25-0010). The purpose of the amended development agreement is to extend the deadline for recording the next final map from October 16, 2025, to October 16, 2027. The development agreement also provides that the Director of the Community Services Department may further extend the deadline for recording the next final map to October 16, 2029, in the event construction of the Reach IV Sanitary Sewer Interceptor Line has commenced construction with bonds in place, as required by Washoe County, but has

not progressed to allow the next final map to be recorded. The project is located along the central portion (on both sides) of Joy Lake Road, west of the I-580 freeway. The project encompasses a total of approximately 1,161 acres, and the total number of residential lots allowed by the approved tentative map is 450. The parcels are located within the Forest Planning Area and Washoe County Commission District No. 2. (APNs: 046-131-24; 046-132-06; 046-133-15 & 17; 046-180-12, 14 & 15; 154-011-07; 156-040-09, 10, 14 & 15; 156-111-23; 156-141-04). If approved, authorize the Chair of the Board of County Commissioners to sign the amended development agreement. Community Services. (Commission District 2.)

County Clerk Jan Galassini read the title for Ordinance No. 1744, Bill No.

1935.

Chair Hill asked if the Board desired a staff presentation on the agenda item and it was determined that no presentation was needed.

There was no response to the call for public comment.

On motion by Commissioner Andriola, seconded by Vice Chair Herman, which motion duly carried on a 4-0 vote with Commissioner Clark being absent, it was ordered that Ordinance No. 1744, Bill No. 1935, be adopted, approved, and published in accordance with NRS 244.100.

25-0726 AGENDA ITEM 20 Public Hearing: Second reading and possible adoption of an ordinance amending Washoe County Code Chapter 110 (Development Code), Article 220 Tahoe Area, to increase the maximum density for multiple family dwellings in the Crystal Bay Condominiums Regulatory Zone Special Area from four (4) units per acre to six (6) units per acre; and all matters necessarily connected therewith and pertaining thereto. Community Services. (Commission District 1.)

County Clerk Jan Galassini, read the title for Ordinance No. 1745, Bill No.

1936.

1:17 p.m. Commissioner Clark returned to the meeting.

Chair Hill asked if the Board desired a staff presentation on the agenda item and it was determined that no presentation was needed.

There was no response to the call for public comment.

On motion by Commissioner Garcia, seconded by Chair Hill, which motion duly carried on a 4-1 vote with Commissioner Clark voting no, it was ordered that Ordinance No. 1745, Bill No. 1936, be adopted, approved, and published in accordance with NRS 244.100.

Chair Hill announced that the Board would move into a Closed Session. She asked for clarification about whether public comment would be held prior to the closed session. Interim County Manager Kate Thomas recommended that the Board proceed with Agenda Items 22 and 23, then go into the closed session and adjourn the meeting upstairs following the closed session.

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25-0727 AGENDA ITEM 22 Public Comment.

Ms. Susan Walls acknowledged the criticism often expressed towards the Board of County Commissioners (BCC). She thanked the Commissioners, County employees, and everybody in public service that actually served the people. She remarked that she was increasingly concerned about the future of libraries and the Washoe County Library System (WCLS). She recounted that the Library Board of Trustees (LBT) was currently trying to establish the budget for the upcoming year, which included accounting for the failure of a 2024 ballot measure to extend an expiring property tax allocation. She speculated that many voters either did not read the text of the measure or did not understand it and voted against it because they interpreted it as an extra tax. She said that the LBT still had the option to prepare a budget using previous numbers, which would have included the allocation had the measure passed, but she was not certain that the LBT attempted to prepare a budget on that basis. She commented that libraries provided essential services throughout the County for people of all ages. She stated that those services could not be found elsewhere in the County and their loss, reduction, or both would negatively impact residents who relied on libraries. She observed that hours had already been reduced, some locations were closed for entire days, and additional closures were under consideration. She noted that the reason given for closures was staffing shortages, but she questioned if that was accurate. She wondered if positions were not being filled because of a real or perceived funding shortfall. She said that, regardless of the reason, she did not find the closures acceptable. She appreciated the guidance provided to the LBT by County staff, but she theorized that the training was lacking or was not being absorbed, as evidenced by the tremendous contention and confusion among the LBT members. She suggested that the LBT climate created additional, unnecessary contention with and between community members in attendance at the meetings. She encouraged additional attention and guidance from County staff and the BCC to ensure continued funding of the WCLS at previous levels and the continuation of existing services and hours. She advocated for reinstatement of original hours at all library locations and restoration of any services that were cut.

25-0728 AGENDA ITEM 23 Announcements/Reports.

Chair Hill asked when the new budget recommendations for the Washoe County Library System (WCLS) were scheduled to be presented to the Board.

Interim County Manager (ICM) Kate Thomas said she knew the Library Board of Trustees (LBT) meeting was the following evening.

Chair Hill surmised that recommendations from the LBT would come before the Board of County Commissioners (BCC) after that, and she clarified that the BCC had final say on the budget.

ICM Thomas believed that the WCLS budget presentation was tentatively scheduled for November 18, 2025.

Commissioner Clark mentioned, regarding the WCLS budget, that the *Senior ResQ Magazine* was willing to put full-page ads in their publication and were looking for volunteers. He disclosed his prior donations to Senior ResQ. He suggested that people who wanted to help the WCLS, had some spare time, and were passionate about the libraries might want to volunteer and be a part of the solution to any WCLS budgetary issues. He restated his encouragement to all County employees to bring anything that did not look right to the attention of senior management. He theorized that addressing potential problems would help prevent things from escalating into serious issues. He clarified that he did not want employees to spy on each other, but he did want them to voice any concerns.

25-0729 AGENDA ITEM 21 Possible Closed Session for the purpose of discussing labor negotiations with Washoe County and/or Truckee Meadows Fire Protection District per NRS 288.220.

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1:25 p.m. The Board recessed to a closed session for the purpose of discussing negotiations with Employee Organizations per Nevada Revised Statutes (NRS) 288.220.

1:46 p.m. There being no further business to discuss, the meeting was adjourned without objection.

ALEXIS HILL, Chair
Washoe County Commission

ATTEST:

JANIS GALASSINI, County Clerk and Clerk of the Board of County Commissioners

Minutes Prepared by:

Heather Gage, Deputy County Clerk Lizzie Tietjen, Deputy County Clerk Jessica Melka, Deputy County Clerk

EXHIBIT 7

EXHIBIT 7

BOARD OF COUNTY COMMISSIONERS WASHOE COUNTY, NEVADA**TUESDAY 10:00 A.M. OCTOBER 21, 2025****PRESENT:**

Alexis Hill, Chair Jeanne Herman, Vice Chair Michael Clark, Commissioner Mariluz Garcia, Commissioner Clara Andriola, Commissioner

Janis Galassini, County Clerk Kate Thomas, Interim County Manager Michael Large, Chief Deputy District Attorney

The Washoe County Board of Commissioners convened at 10:00 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, County Clerk Jan Galassini called roll and the Board conducted the following business:

25-0732 AGENDA ITEM 3A1 General Update from Truckee Meadows Fire & Rescue, Chief Richard J. Edwards may be available to provide the Board of County Commissioners a verbal report on fuel management and emergency planning, and any other updates as requested monthly to the board, to update to the community related to fire activities. (All Commission Districts.)

Truckee Meadows Fire Protection District (TMFPD) Fire Chief Richard Edwards said he had the distinct privilege of leading the men and women of the TMFPD. He noted that temperatures changed with the seasons and the area received welcomed precipitation. He stated that the changing seasons meant a reduced fire risk, which was very important for the community. He shared that the number of larger fires had significantly decreased, and there had not been any fires larger than five acres in over 45 days. He mentioned that national preparedness levels had dropped. He explained that Level Five typically occurred at the height of fire season, in the middle of summer, when all crews were committed to incidents. He said that preparedness was currently at Level One, which indicated that many federal resources were available. He noted that federal partners began transitioning from fire protection to fuels mitigation. He emphasized the importance of remaining vigilant, as cold fronts could bring significant wind events. He added that some of the region's largest and destructive fires occurred in November and December. He reminded the community that fires could still happen, even with some moisture, and urged the public not to become complacent.

Chief Edwards shared that vegetation management and fuel mitigation should be considered year-round. He suggested that favorable weather provided an opportunity to address overgrown vegetation that may have been overlooked during the summer or winter months. He explained that fire protection specialists examined three zones around homes to prevent ember casts during wildfires. He noted that during large wildfires, a significant number of embers could blow through and cause damage to homes. He noted that the first zone was 0 to 5 feet (ft) from a home, where noncombustible materials were preferred, with no plants or vegetation, and only rocks or hardscape. He added that, with proper maintenance, embers blown across that zone would encounter nothing flammable. He explained that the second zone was 5 to 30 ft from the home and included ladder fuels, such as brush and shrubs, which could carry the fire up into the trees. He advised keeping vegetation in that zone no higher than 2 to 3 ft and trimming tree branches to a height of 6 to 10 ft. He stated the second zone helped prevent fires from spreading from the ground into the trees, which could lead to crown fires burning through the forest. He noted that within the 30 ft zone, trees should be spaced so their canopies were at least 10 ft apart, and no trees should be within 10 ft of a home. He described another zone from 30 to 100 ft, where tree spacing should be similar, with at least 12 ft between trees. He mentioned that home hardening included cleaning debris from roofs, rain gutters, underneath decks, and other areas where debris could collect. In preparation for the winter months, he advised ensuring that firewood piles were not stacked against the house and that 30 ft of open space was maintained. He noted that vents should be inspected to ensure that vent screens had openings no larger than one-sixteenth to one-eighth of an inch, which could prevent embers from being blown into attics or underneath crawl spaces. He explained that the TMFPD recognized the most significant hazard as lingering embers after a fire, which could remain in an area for days and potentially cause serious damage. He said that those embers were often difficult to track and could ignite combustible materials that could burn the home. He

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advised the community to keep their driveways and roadways clear to maintain a 10-foot clearance for fire apparatus access. He stressed the importance of ensuring that addresses were clearly marked so that the TMFPD could easily locate the house in an emergency. He said it was essential to know how to open garage doors without power in the event of larger fires, in case evacuations were necessary. He noted that the energy company might turn off the power, which would render the garage door inoperable. He mentioned that those tips helped firefighters, who had limited resources and needed to focus on making the biggest impact in stopping the fire. He commented that the homeowners who complied with home hardening made it easier for firefighters to defend their homes compared to those who had not taken home hardening steps. He encouraged the community to take care of their vegetation so that their homes would be protected during wildfires.

Chief Edwards shared that the TMFPD was conducting several collections for the Green Waste Program during October, which he believed was important for the community. He mentioned that during the first weekend in the Eastlake area, 354 loads of vegetation were dropped off. He added that another collection in the Silver Lake area brought in 366 loads, which the fuels team chipped, placed in dumpsters, and partnered with Waste Management to dispose of. He said that there would be another collection on October 25, 2025, for Spanish Springs and Palomino Valley. He directed the community to the TMFPD's website for additional information. He shared that the TMFPD had hoped to begin the open burning program earlier in the year. He mentioned that property owners

with parcels larger than one acre, who were eligible to burn, could participate when the program opened on November 1, 2025. He added that the TMFPD's website would be updated with any changes to help reduce fuels and wildfire risk across the region.

Chair Hill thanked Vice Chair Herman for requesting that Chief Edwards provide the Board with monthly updates.

Commissioner Garcia thanked Chief Edwards for his report. She brought up the federal government shutdown and asked whether federal partnering agencies had communicated about how the shutdown could potentially impact incident command when working with the US Forest Service (USFS) or the Bureau of Land Management (BLM). She inquired whether contingency plans were in place in case something went wrong.

Chief Edwards stated that nothing currently impacted federal partners, who were transitioning from fire suppression activities to fuels mitigation projects as the weather changed. He said that federal agencies began downsizing staff, as was typical for the winter season, but maintained the ability to recall staff if needed. He noted that recalling staff could take some time. He added that mutual aid across the State was available, so regional partners could be called in to help should a significant event occur.

Commissioner Andriola thanked Chief Edwards for his report and expressed her appreciation for the hard work of the TMFPD, as well as their decision to initiate the open burning program earlier in the year.

Commissioner Clark thanked Chief Edwards for his report and mentioned that he had used the Green Waste Program to drop off a load of branches and limbs. He praised the TMFPD crew for being professional and phenomenal in helping unload the vehicles and noted that the program was run efficiently. He indicated that he had observed many community members taking advantage of the free program, which he believed was important to the citizens.

25-0733 AGENDA ITEM 4 Public Comment.

Mr. Terry Brooks shared an original poem about the act of discrimination in education and gender diversity in schools.

Ms. Vicki Railton said she was thankful that State law required the Verdi Television (TV) District to maintain a website. She suggested that the Board search for the Verdi TV District on Google to see what information was available. She mentioned that she attended a Verdi TV District Board meeting in April 2025, where she requested transparency and accountability regarding how her tax dollars were spent. She inquired about revenues and expenditures and received two similar versions of the budgets. She felt that a budget that listed only office expenses and salaries was not an acceptable form of financial accounting and did

not meet her request. She mentioned that over the past year, since KOLO 8 News Now aired its stories on the Verdi TV District, the accessibility and clarity of public information remained largely unaddressed. She shared that the Verdi TV

District claimed all its information was publicly available; however, she noted that obtaining the information required visiting several separate government offices. She believed that KOLO 8 News Now had encountered similar deceit and that many questions remained unanswered. She expressed concern about how her tax dollars were being spent. She said her understanding was that the Verdi TV District used those funds to maintain a single tower on Peavine Mountain, which provided residents with basic programming and a means of receiving news during emergencies. She suggested that the Peavine Mountain tower worked intermittently at best. She believed that over the past year, it had become apparent that the Verdi TV District lacked awareness of who it served, despite covering a very large area. She said she felt insulted during the April 10, 2025, meeting by board member Olivia Banbury, who remarked that if information could not be located, it was not the board's problem. She asserted that the Verdi TV District Board remained unaccountable, non-transparent, and evasive. She reiterated her request for a financial investigation into the Verdi TV District Board to determine how taxpayers' money was spent over the past several decades.

Ms. Nicol Herris said that she assisted the *Senior ResQ Magazine* and the Reno Elks Lodge in hosting a senior cooking class on October 15, 2025, which featured guest Chef Becky Degn. She thanked Vice Chair Herman for her \$5,000 donation in support of the senior cooking class. She thought that there had been considerable discussion regarding the services available to seniors and added that a previous senior cooking class had nearly 80 seniors in attendance. She noted that the class was free for seniors and took place from 11:00 a.m. to 1:00 p.m., during which seniors learned cooking tips from Chef Degn. She stated that the program was expanding to include senior living communities that were interested in transporting their residents to attend a class. She highlighted that the no-cost cooking event was publicized in *Senior ResQ Magazine* and was open to all seniors. She stated that the organization provided a basket for anyone who wished to make a donation. She said that during a recent event, \$226 was collected to support the program. She shared a recent inquiry she received from someone interested in additional information about upcoming classes. She noted that previous cooking classes with Chef Jonathan Chapin, owner of Reno Recipes, had drawn approximately 50 seniors. She thanked Vice Chair Herman for her financial support and encouraged the other Commissioners to attend future events and consider donating to the cause.

Ms. Tammy Holt-Still thanked Vice Chair Herman for her dedication to the North Valleys and acknowledged that Vice Chair Herman was serving in the last year of her final term. She announced her intent to run for Vice Chair Herman's seat and displayed a document, a copy of which was placed on file with the Clerk. She explained that she had lived in Nevada since her sophomore year of high school and graduated from Carson City High School in 1981. She stated that she had moved to the area in 2012 and had lived in the North Valleys since then. She said that she married her husband, who had owned his home for the past 40 years. She mentioned that she began advocating for the North Valleys in 2017 and had continued to do so. She highlighted her background with the State of Nevada, where she gained extensive knowledge of the Nevada Revised Statutes (NRS) and the Nevada Administrative Code (NAC). She said that she believed in the Constitution, transparency in government, family, community health, infrastructure, and the importance of responsibility in government. She felt that she could make a difference by continuing to be a voice for the citizens of the North Valleys. She thought that the community was not in a healthy state, which motivated her to run for County Commissioner. She mentioned that she had worked closely with the City of Reno and emphasized the importance of its collaboration with Washoe County. She indicated that she had made progress in getting the two entities to work together, and being a Commissioner would be beneficial in accomplishing that. She looked forward to receiving the community's support and encouraged citizens to vote for her.

Mr. Russ Earle, a resident of the Silver Knolls community, commented on Agenda Item 17 regarding the Silver Hills East extension. He remarked that if a person looked up the definition of a *ghost* or *zombie project* in the dictionary, that project would fit the definition. He said that he had first worked with the developer around 2004 and later worked against them. He mentioned that the developer had initially worked with the community and reached an agreement on the project but later reneged on that agreement due to greed. He indicated that the project had previously been denied on July 6, 2021, when the Regional Planning Commission (RPC) determined that it did not meet the required findings related to water, sewer, and traffic. He suggested that the Board of County Commissioners (BCC) had overturned that decision, and he expressed his own suspicions as to why the decision had been reversed. He stated that it appeared to be the second lapse

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in the project's timeline and noted that a similar incident had occurred previously, two months after the four-year timeframe for submitting documentation had expired. He mentioned it was the developer's third attempt to secure a water source. He questioned why there were so many opportunities offered to finalize the project. He believed that the previous approaches the developer had explored were all problematic. He expressed concern that the development would contribute to severe congestion in the North Valleys. He indicated that an infrastructure law, enacted under former President Joseph Biden's administration, was dismantled under the current administration. He said federal funds were being rescinded, even for projects that had already been awarded funding. He said that 40 percent of the United States (US) Route 395-improvement project from Golden Valley north to Stead was funded through federal infrastructure dollars, which were no longer available. He explained that he had attempted to obtain confirmation from the Nevada Department of Transportation (NDOT) regarding the availability of those funds but had not received a response. He felt that the majority of current development was north of Stead, with no definitive timeline from NDOT to improve the affected roadways. He thought that while future projects might be planned several years out, no current improvements were scheduled. He noted that the Stonegate project included approximately 1,500 homes, and more than 7,000 zombie project homes had already been approved on Red Rock. He expressed uncertainty about how many additional projects could be introduced when existing timelines could not be met. He believed that the issues should not be deferred, as doing so would create additional leeway for the developer, who would likely request further zoning changes. He said that he opposed the project.

Mr. Blake Vander Well displayed a document, a copy of which was placed on file with the Clerk. He stated that he was the president and Chief Executive Officer (CEO) of the non-profit organization, Senior ResQ, which provided rental assistance to

seniors and senior veterans in Washoe County. He thanked Vice Chair Herman for her generous donation that supported seniors in Washoe County. He asked the Commissioners who had not yet donated to consider supporting Senior ResQ, which had made significant impacts on seniors in the community since May 2024. He stated that Senior ResQ had worked closely with the Reno Housing Authority (RHA) to ensure their services worked cohesively. He explained that Senior ResQ needed additional funding and had recently planned future fundraising events and spoken to community foundations that supported housing. He stated that, with the help of individuals proficient in grant writing, the organization could begin applying for grants, though that process would take time. He added that available grants were being reduced in the current federal government environment, and community funding and Commissioner support were critical. He noted that seniors and senior veterans needed Senior ResQ's services more than ever, which made immediate additional funding crucial. He explained that many senior referrals came from the Washoe County Senior Services, the Washoe County Department of Welfare, and other County agencies, as well as the RHA, Catholic Charities of Northern Nevada (CCNN), and other organizations. He stated that lower-income seniors in Washoe County continued to face difficulties with increased rents. He felt the issue was not a lack of housing but rather a shortage of available Section 8 vouchers. He recognized that the problem was a federal issue, but wanted to ensure that he had communicated it. He shared that many seniors already lived in units that accepted those vouchers, yet he believed many were unaware that the vouchers existed or that they could apply for them. He said he was touched by how the seniors were deeply grateful, even for as little as \$40 a month. He thanked Vice Chair Herman for her donation and expressed appreciation to Commissioner Clark for his continued support. He encouraged the BCC to support Senior ResQ.

Ms. Katherine Yriarte stated that she was a resident of District 5 and spoke as a resident, small business owner, and proud Nevadan who cared deeply about the direction of the County and Washoe County. She mentioned that she was running for the District Five seat currently held by Vice Chair Herman and expressed her profound respect and appreciation for Vice Chair Herman's years of dedication and service to rural communities. She noted that, over the years, she had worked with local organizations and community groups to strengthen connections between Washoe County's rural and suburban areas. She explained that through that work, she had experienced firsthand the potential that came with a focus on listening, collaboration, and common-sense leadership. She stated that her professional and personal experiences had shown her that many people faced significant challenges. She explained that those individuals included small business owners navigating outdated regulations, families struggling to access resources for the care of aging and disabled family members, and rural residents who felt their concerns were often overlooked and believed that more could be done. She thought that change began with communication, compassion, and accountability. She stated that she was guided by faith, family, and a deep sense of responsibility to serve with integrity. She said that her goal was to help build a County government that worked efficiently while respecting property rights, protecting open spaces, and supporting the people who strengthen Washoe County. She mentioned that

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District 5 represented the heart of who Nevadans were, which she believed to be individuals who were hardworking, independent, and deeply connected to the land. She said she wanted to ensure that every decision made by the BCC reflected those values

and that no part of the community felt left behind. She noted that it was not about politics, but about the people and ensuring that the voices of every resident were heard and valued. She thanked the Board for their continued commitment to serving Washoe County and expressed her eagerness to listen, learn, and contribute in whatever way possible to strengthen a shared future.

Mr. Oscar Williams stated that he wanted to discuss the organizational chart, which he felt was fatally flawed. He assumed that interim County Manager (ICM) Kate Thomas was going to give a presentation. He expressed concern that there was no direct line of communication between the Registrar of Voters (ROV) and the BCC, despite the BCC being responsible for hiring or firing the ROV, setting their salary and other compensation, and certifying the canvass of votes provided by the ROV. He questioned why the ROV did not have a direct line of communication with the Board. He alleged that the County Clerk, who signed the certificates of election, did not have a direct line of communication with the ROV. He was unsure how that worked. He expressed his disagreement with the structure that required elected officials to communicate through the County Manager before presenting their concerns to the Board. He added that the Raftelis Report, which was based on what he described as a flawed organizational chart, was defective as well. He felt it was essential to start from the beginning and reevaluate the role of the County Manager, which he thought should serve the elected officials, not the other way around.

Ms. Susan Walls thanked the BCC and all Washoe County employees, acknowledging her appreciation for a Board she believed had a thankless job. She thanked the members of the library system and the community volunteers. She stated that she had recently shared her concerns about the future of libraries and the Washoe County Library System (WCLS). She stated that she was unable to attend the recent Library Board of Trustees (LBT) meeting in person but viewed the recording. She shared that she was pleased to see that the LBT voted to approve the recommended 2026-2027 budget, as presented by Assistant County Manager (ACM) David Solaro, which proposed funding at the level before the 2024 vote occurred and considered contractual salary increases. She said that she looked forward to the upcoming LBT presentation to the BCC. She encouraged the Commissioners to approve the budget and restore any services that may have been eliminated or suspended for budgetary or other reasons. She suggested filling existing vacancies to ensure the libraries were fully staffed. She noted that libraries provided essential services throughout the County, serving not only children but adults of all ages. She believed that library services could not easily be found elsewhere in the County, and that any loss or reduction would significantly affect residents who relied on the services. She commended County staff for providing excellent guidance to the LBT in reaching a budget agreement. She believed that the community members appreciated the importance of a strong, well-funded, and well-staffed library system. She mentioned that she had previously observed that the training for the LBT might be insufficient, as there appeared to be contention among board members. She believed the board often seemed confused about their roles, and not just their role regarding budget creation. She felt the LBT had difficulty following Robert's Rules of Order and other established meeting protocols. She indicated that, at most meetings, there appeared to be disarray, which was

apparent with their questions, confusion, and second-guessing of budget recommendations. She explained that she understood that serving on a board was not easy, and she believed that not everyone could do it, including herself. She said she appreciated those who served. She stated that when there was disarray, one assumed there was also dysfunction. She added that confusion, disarray, and dysfunction, whether real or perceived, could create unnecessary contention among the community members who attended the meetings. She thought that good progress had been made regarding the 2026 and 2027 budgets, but she hoped that County staff would continue to review and modify them as necessary and provide training for the various County boards to improve their function and public perception.

Ms. Anna Pageau spoke on Agenda Item 12 and mentioned that her family had dreamed of starting a farm after her husband began transitioning into retirement, following 24.5 years in the military. She explained that they had done extensive research and purchased property in the north Red Rock area. She mentioned that, by 2023, they believed their research was complete and were ready to file the paperwork to obtain business licenses and certifications to establish a small farm that would grow produce and local herbs for sale to the community. She shared that she held multiple certifications in aromatherapy, herbalism, and gardening, and wanted to provide workshops to equip people with the knowledge to grow their own food and

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herbs. She added that they also hoped to sell seedlings to help people get started with gardening, and for those not interested in growing, they planned to have a farm stand that offered community members what they needed. She indicated that the application process proved to be very challenging. She mentioned that she had made several revisions to her application and was still required to pay fees, which she believed she should have been exempt from. She added that inspections were required for her property, which had nothing to inspect, and signatures were needed from regulatory authorities who had no authority over her current business activities. She stated that a challenge with the Envision Washoe 2040 document was the constant distinction between urban agriculture and traditional agriculture. She said that urban agriculture was crucial in developing areas near Reno, Sparks, and Incline Village, but it only encompassed approximately 200 square miles of the 6,600 square miles that represented Washoe County. She noted that farms such as Urban Roots and the Reno Food Systems were urban agricultural businesses that allowed nearby residents to access locally grown foods at a farm stand and walk through a small farm location. She shared that several unincorporated Washoe County residents wished to develop agricultural businesses to support local areas, but limitations within the current Code prevented them from creating a livable business opportunity. She stated that their properties were located in rural zones, which included low-density rural, general rural, or general rural agricultural areas. She added that, as stated in the staff report, the development code allowed activities such as agricultural sales, animal production, and produce sales. She provided an example of her farm, located in a low-density rural zone, where she could not have people on her property without obtaining a special-use permit (SUP). She indicated that a special use would be unprofitable, and due to the rural designation, her farm would not qualify under the proposed agriculture revisions.

Ms. Jill OLeary provided and read a document regarding her concerns related to the Washoe County Recorder's Office's document recording policies and processes, copies of which were placed on file with the Clerk.

Ms. Maureen McElroy stated that on Saturday, October 18, 2025, approximately 18,000 people gathered and participated in a peaceful rally in downtown Reno. She mentioned that the Reno rally was one of about 2,600 held Nationwide, with more than 7 million people participating. She indicated that the protests were directed against what she described as the federal government's despicable actions and edicts towards its citizens. She cited concerns that included the disappearance of individuals, obstruction of affordable health care for millions, and deployment of military forces against citizens. She described the crowd as invigorated, joyful, and determined. She said that moving forward, she urged elected officials to listen to the public's concerns and resist the federal government's involvement in abhorrent actions. She hoped that the BCC would take note of the public's dissatisfaction and act to ensure just, lawful, fair, and sane governance.

Ms. Trista Gomez said that she had been attending BCC meetings for nearly two years. She added that she started attending after she encountered an issue and had realized she was unaware of what was happening in Washoe County. She expressed concerns regarding the recruitment process for the next County Manager. She acknowledged that the public would learn which candidates were running for the County Manager position and then have the opportunity to meet them the following Sunday. She assumed that the special BCC meeting on October 27, 2025, pertained to the hiring process, as she had not yet seen an agenda posted for that meeting. She shared that she and her family had lived in Washoe County their entire lives. She believed that the government worked for the good of the people, but her recent involvement in the community had altered that perception. She explained that while attending the BCC meetings, she heard residents who felt disregarded, including those who pleaded that their lawsuits, experts, and scientists would sway the Board to protect their values, property concerns, and quality of life. She felt that while some populations in the County had benefited significantly since Chair Hill assumed the Chair position, most residents had not seen similar benefits. She said that she feared that the hiring process for the County Manager was not transparent. She stated that the short timeline for reviewing candidates, meeting them during a Sunday evening event that few people could attend, and a Monday morning meeting was insufficient for residents to evaluate the candidates thoroughly. She emphasized the need to identify a candidate who could address the County's challenges, including the overarching budget deficit and issues that had impacted residents. She hoped that the special BCC meeting would avoid repeating past mistakes and stated that she felt hiring ICM Thomas would be a disservice to residents.

25-0734 AGENDA ITEM 5 Announcements/Reports.

Regarding Agenda Item 9E2, Interim County Manager (ICM) Kate Thomas clarified that the Board was informed that although the Reno Elks Lodge was pleased to receive a donation from Vice Chair

Herman, the organization was currently addressing an issue with its Internal Revenue Service (IRS) reporting form. She added that an outdated

version of the form would need to be replaced before the Reno Elks Lodge could receive the donation. Therefore, the organization had requested that the donation be postponed until it received clearance from the IRS. She indicated that Agenda Item 9E2 could proceed without the donation to the Reno Elks Lodge.

Vice Chair Herman said that nearly 11 years ago, she requested that an item be added to the agenda to provide oversight of the General Improvement Districts (GIDs), which she felt lacked legislative approval. She noted that she had reminded the Board for many years, but no action was taken. She requested that the appropriate department begin drafting a bill for the next legislative session.

Commissioner Andriola recognized the efforts of Washoe County Sheriff's Office (WCSO) Sergeant Sonia Butler and the Homeless Outreach Proactive Engagement (HOPE) Team. She mentioned that she had the opportunity to observe the work being done in the community firsthand and hoped that communication with the public regarding successes would continue. She stated that she had interacted with the HOPE Team two years ago and more recently with the Sparks HOPE team. She explained the importance of regional collaboration across all jurisdictions, noting that jurisdictional boundaries were often only steps apart. She felt that, collectively, all unincorporated jurisdictions faced challenges related to budget constraints and finding ways to be more efficient. She believed that collaborative efforts among the three jurisdictions would be beneficial in reviewing processes. She acknowledged that some initial discussions had taken place and expressed hope that those would advance toward a formal plan. She commended Sergeant Butler, the HOPE Team, and the team's case worker for their efforts. She shared a story about a client who had transitioned from homelessness into permanent housing without any government subsidy, and she relayed how his life was positively changed. She thought that homelessness often involved many stereotypes and complexities. She added that she was not suggesting that all the answers were known, but she recognized that the Sequential Intercept Model (SIM) would help everyone work together toward a common purpose. She emphasized the importance of focusing not only on assisting those in need but also on helping individuals transition from enabling situations to productive, long-term outcomes. She acknowledged WCSO Sheriff Darin Balaam, Undersheriff Corey Solferino, Sergeant Butler, and the HOPE Team for their efforts.

Commissioner Andriola encouraged everyone to observe the work firsthand. She said there was no guarantee when an opportunity to help someone in need would arise, but when it did, the teams were ready to assist. She stated that she had observed successes with the HOPE Team in Washoe County. She said that 91% of people who receive tenancy support are able to achieve long-term success. She said that she had requested additional information and would share it later, if Chair Hill approved a future presentation by the HOPE Team. She mentioned that information would highlight successes, challenges, and needs. She said the teams were engaged in that work for a long time, and the programs were continuously evolving. She acknowledged the efforts of Judge Egan Walker and the team that developed the SIM in Washoe County. She celebrated the individuals who found ways to assist those in need while creating long-term efficiencies and minimizing the burden on taxpayers. She mentioned that she had heard some

individuals express concerns about the possible warehousing of people. She said that she was a fact-based person who kept an open mind and refrained from making judgments until she had all the information. She welcomed the opportunity to hear from the HOPE Team and believed they could provide valuable information.

Commissioner Clark asked if the Board could vote on the donation for the Reno Elks Lodge, hold the check, and, if the organization was unable to finalize its nonprofit status, have funds revert to the County. Chief Deputy District Attorney (CDDA) Michael Large said that, based on the Elks' request, the item would need to be addressed at a later time to ensure that the donation would not create issues with the IRS.

Commissioner Clark discussed a document and provided copies to the Board, which were placed on file with the Clerk. He explained that the article, written by Ms. Terri Russell of KOLO 8 News, was published on April 11, 2025, and pertained to Agenda Item 6A1. He referenced a paragraph he found concerning, which suggested that Ms. Michelle Zunino stated the Verdi Television (TV) District information could be found on the Nevada Department of Taxation's (NDT) website and indicated that the Verdi TV District's Board voted to exempt itself from any budget or audit reporting requirements. He said that he was alarmed that a board could vote to exempt itself from reporting its budget. He stated that he was uncertain about the accuracy of the article but felt that the information did not make sense. He remarked that other

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departments had faced similar issues, such as the Department of Alternative Sentencing (DAS), which experienced financial irregularities, and the Incline Village General Improvement District (IVGID) Board, which lacked transparency and financial information. He believed that it was the responsibility of the Board of County Commissioners (BCC) to maintain complete oversight of any boards under its jurisdiction and to ensure that they were properly audited, through both internal and independent audits, to determine what was taking place. He thought that there were nearly 11,000 residents in the Verdi TV District area, which utilized the Washoe County Treasurer to collect property taxes to fund programs that did not appear to operate regularly. He felt that the BCC should examine situations in which taxpayers were funding services that may not be delivered. He added that if various boards were monitored more closely, financial issues would likely be identified internally rather than secondhand through the media.

Chair Hill announced that the recruitment process for the Washoe County Manager position was in its final stages. She shared that Washoe County would host a meet-and-greet on Sunday, October 26, 2025, at Lazy 5 Regional Park and encouraged the community to attend. She informed that a special BCC meeting would be held on October 27, 2025, to interview the candidates. She expressed her excitement that the recruitment process was moving forward.

25-0735 AGENDA ITEM 6A1 Verdi TV Districts Hud Horton to provide updates on the financial and governance status of the TV District per request of the board. (Commission District 1.)

Verdi Television (TV) District Chair Hud Horton conducted a PowerPoint presentation and reviewed slides with the following titles: Understanding the Verdi Television District: History, Structure, and Impact; Agenda Items; Overview of the Verdi Television District; Introduction to the District; Geographic Location; Peavine Peak Communications Site Management Plan; Primary Functions and Goals; History of the Verdi Television District; Founding and Early Years; Residents Within the District; Evolution Over Time; Income and Expenses; Board Responsibilities and Governance; Structure of the Board; Verdi Television District Peavine Site; Compliance and Accountability; Map and Geographic Data; Detailed Map of the District; Geographic Influence on Operations; Photos Over the Years; Board Removing Ice Frozen On Antennas; Snow and Ice Caused Damage (2 slides); Air National Guard Transporting Board Member and Propane Tanks to Site (3 slides); Pole Markers Places on Road To Help Lead To Site During Low-Visibility; and Verdi Volunteer Fire Department Clean-Up After Fire Retardant Drop on Building and Antennas; Conclusion.

Mr. Horton indicated that the Verdi TV District was formed in 1961, allowing Verdi residents to access television. He explained that the area had grown, which created extended transmission signals to Verdi, Mogul, and western Somerset. He reported that the Verdi TV District was established under Nevada Revised Statute (NRS) 318 with the purpose of overseeing the operation and maintenance of the transmission facility on Peavine Mountain. He stated that Peavine Mountain was located at an elevation of approximately 8,096 feet (ft) and that the Verdi communication site was first used for purposes under the authorization of the Truckee River TV Association in 1958. He pointed out photos of the communication site on the *Peavine Peak Communications Site Management Plan* slide and further explained the site's location on the *Geographic Location* slide. He mentioned that Verdi TV District ensured compliance with the Nevada Department of Taxation (NDT), the County, the United States Department of Agriculture (USDA) Forest Service, and the State of Nevada. He stated that Verdi TV District consultants were available to conduct radio frequency (RF) studies for residents to determine availability and reception.

Mr. Horton believed that the Verdi TV District had a rich history that showcased growth and transformation. He clarified that the Verdi TV District was not a TV repair service or a broadcasting facility and had evolved to adapt to changing technology and Federal Communications Commission (FCC) requirements. He explained that the Verdi TV District's responsiveness to transmission interruptions or loss was timely. He reported the District's income on the *Income and Expenses* slide, including consolidated tax (c-tax), Local Government Tax Act (LGTA) Fairshare funds, and funding from Americom. He noted that the Verdi TV District's expenses were paid through the Washoe County Comptroller's Office and that anything purchased was approved by the County. He believed that effective governance was vital to the success of the Verdi TV District, and that the district was responsible for strategic planning, financial oversight, managing and maintaining equipment, and ensuring it met its goals. He explained that the Verdi TV District had 21 broadcast channels, 2 radio channels, the First Responders Camera and Telemetry System, the UNR Seismology Lab earthquake warning system, and a local amateur radio station.

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Mr. Horton explained that, contrary to what was reported by local news stations, the Verdi TV District had never operated without a license. He pointed out that the map located on the *Detailed Map of the District* slide illustrated the area of coverage. He believed that the location of the Verdi TV District site made it excessively challenging to access due to winter weather conditions. He reported that technicians and board members had to hike, snowmobile, snowcat, or helicopter to respond, repair, and maintain the site. He referred to the *Board Removing Ice Frozen On Antennas; Snow and Ice Caused Damage* (2 slides); *Air National Guard Transporting Board Member and Propane Tanks to Site* (3 slides); *Pole Markers Places on Road To Help Lead To Site During Low- Visibility*; and *Verdi Volunteer Fire Department Clean-Up After Fire Retardant Drop on Building and Antennas* slides regarding photos and events that took place at the site. He concluded the presentation, indicating that the Verdi TV District was a significant entity that provided over-the-air transmission to its residents, had a rich history, was dedicated to the Board, and had a well-structured governance structure that understood its operations and geographical significance.

Chair Hill thanked Mr. Horton for his presentation. She explained that there were concerns from the public regarding transparency. She noted that she could not locate the Verdi TV District's website, which was supposed to be available by October 1, 2025. Mr. Horton asserted that the Verdi TV District was working with the County to maintain and update the website and that it should have been available.

Vice Chair Herman expressed pleasure in meeting the Verdi TV District and explained that the district seemed to have a busy schedule. Mr. Horton said that it could be busy due to power outages, fires, and snowstorms. He explained that the site's generator was updated in case of a power outage. He noted that the Verdi TV District had not lost TV reception for longer than a few hours in years. Vice Chair Herman thanked Mr. Horton for his service.

Commissioner Garcia thanked Mr. Horton for the presentation and indicated that the Verdi TV District collected tax dollars and provided services to the community. She wondered why there was resistance to putting the Verdi TV District's information online. Mr. Horton believed that there was never resistance and that no one had taken it into consideration. He explained that the district had collaborated with the County to post the board members, agendas, and meeting information online, making the data more transparent.

Commissioner Garcia indicated that there was no clear pathway online to the Verdi TV District's website. Mr. Horton said that it should be housed on the County's website. Commissioner Garcia explained that she understood that the Verdi TV District was embedded on the County's website. Mr. Horton noted that he was aware of that, and the district was working on making the information available. Commissioner Garcia asserted that she understood the district was working on putting its information online; however, she wished to communicate how problematic it was as a constituent to have a lack of information. She summarized that Assembly Bill (AB) 301 required all TV districts to have a website with budgets, audits, expenditures, meeting minutes, and annual reports.

She pointed out that the Verdi TV District's audits and meeting minutes were not available online. She asked if the Verdi TV District would have its own website or if the information would be embedded at the bottom of the County's website. She wondered if the meeting minutes were linked to prior meetings and if audits would be listed. Mr. Horton confirmed that all financial information would be listed on the County's website and that the district would not have its own separate website, as he believed being listed on the County's website was sufficient. He speculated that a standalone website would cost taxpayers more money.

Verdi TV District Secretary Michelle Zunino indicated that she had spoken to an Office of the County Manager (OCM) employee about having the information listed online a few days ago and asked about a hyperlink. She stated that the OCM said they were working on it. She explained that the meeting minutes, dating back as far as two years ago, and the budgets were listed on the website. She speculated that if they were not listed, it was due to a County error because she recalled that the information was listed the previous week. She noted that the OCM indicated that the Verdi TV District would have its own landing page on the County's website. She asserted that the Verdi TV District had organized the required information to be posted on the website by October 1, 2025. Commissioner Garcia thanked Ms. Zunino for the clarification and explained that the Verdi TV District's meeting archives were confusing. She noted that she could see the meeting minutes and explained that if the Verdi TV District did not tell their story, then others would make it up for them. She encouraged the district to explore every possible avenue to become more transparent, as she

felt they were rightfully under scrutiny due to concerns from constituents. She looked forward to seeing their website improvements.

Commissioner Andriola expressed similar concerns as Commissioner Garcia regarding the Verdi TV District's website and noted that the presentation stated that the County's Comptroller's Office processed the Verdi TV District's expenses. Mr. Horton indicated that the district sent its billing to the Comptroller's Office for purchasing and expenditures. Commissioner Andriola inquired whether all costs were processed through the Comptroller's Office and wondered where the funding originated. Ms. Zunino noted that all Verdi TV District funding was sent to the Comptroller's Office. Commissioner Andriola speculated that the information should be accessible through the Washoe Checkbook and available to anyone who wanted to review the funds. She stated that the Washoe Checkbook was updated every 24 hours, providing financial transparency to the public. She believed that the Verdi TV District had a statutory responsibility to be fully transparent. She stated that independent audits were crucial because they verified whether funding and expenses were allocated correctly and in accordance with NRS and the framework of operations. She opined that the County had a great Audit Committee and requested that an audit of the Verdi TV District be discussed on a future agenda.

Mr. Zunino agreed with Commissioner Andriola and inquired about who to discuss and send information to at the County. She recalled that she had recently sent the information required by AB 301 to Chair Hill and the County Clerk, but explained that she received a phone call from the County Clerk's Office because they were unsure how to proceed with her documents. She expressed that she was trying to follow the law and

recalled that she had asked two to three County employees and the Verdi TV District's attorney how to proceed with certain documents, but they did not know. Chair Hill asked if the Verdi TV District's attorney was unaware of how to process the documents required by AB 301. Ms. Zunino indicated that their attorney did not know to whom the documents should be sent.

Interim County Manager (ICM) Kate Thomas clarified that the Verdi TV District was a separate governmental entity and that the County acted as its fiscal agent, but she was unsure if its funds would appear in the Washoe Checkbook. She recalled that Assistant County Manager (ACM) David Solaro was working with the Verdi TV District and noted that it would be best if they sent their documents to ACM Solaro going forward. She explained that the hyperlink would be updated through the Communications team and that the single point of contact should remain as ACM Solaro. Chair Hill mentioned that she did not recall an email from Ms. Zunino.

County Clerk Jan Galassini indicated that the Verdi TV District's financials were submitted in the Communication and Reports agenda item as part of the Consent Agenda. She pointed out that General Improvement Districts (GIDs) were required by law to submit their financial reports to the Debt Management Commission (DMC) and that those reports were part of the public record. Chair Hill expressed that the issue was that no one could find the Verdi TV District's information in one location. She asserted that it was the Verdi TV District's responsibility to communicate with the public, and while she was glad that the County was supporting the Verdi TV District, it was not the County's responsibility to make sure the Verdi TV District was transparent or to ensure all the documents were listed on the website. She opined that the reason the public was frustrated with the Verdi TV District was that it required visiting multiple different places to access their information. She pointed out that taxpayer funds were utilized by the Verdi TV District and that taxpayers had the right to know where the information was. She was unsure whether the County's Audit Committee should conduct an audit of the Verdi TV District or if the Verdi TV District should pay for its own audit. She asked Chief Deputy District Attorney (CDDA) Michael Large for legal input regarding an audit of the Verdi TV District. CDDA Large stated that he was not prepared to answer the question; however, there were limitations regarding the County's auditing abilities. He noted that there were no barriers for the Verdi TV District to publish or request its own audits. Chair Hill believed there was a citation in NRS that allowed the BCC to request an audit.

Commissioner Andriola thanked ICM Thomas for her clarification. She pointed out that the County should charge the Verdi TV District a reasonable fee for expending funds through the Comptroller's Office, as the district was a separate governmental agency. She believed that the Verdi TV District should be aware of its own expenses and felt that if it were not for the County, the district would have to pay for its own audit and accounting services.

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Commissioner Clark appreciated the Board for asking difficult questions. He wondered if the Verdi TV District voted to exempt itself from audit reporting for 2024, 2025, and 2026. Ms. Zunino indicated that the Board had the right to sign a petition and

resolution to exempt itself from certain things. Commissioner Clark noted that he was astounded that the Verdi TV District voted to exempt itself from auditing and reporting. He appreciated his fellow Commissioners for providing criticism and advice on how to run the Verdi TV District. He recalled that friends of his had expressed concerns about the Verdi TV District for years, and that the community had long sought transparency. He stated that Verdi was not within his district; however, he had taken a personal interest in the community's concerns and asserted that the Verdi TV District should fund an independent audit. He stated that the Verdi TV District served roughly 11,000 residents who deserved transparency. Ms. Zunino contended that some of Commissioner Clark's comments were inaccurate and that all of Verdi TV District's expenses were in their budget. She noted that the Verdi TV District had an independent accountant who oversaw financials. She indicated that she had misunderstood Commissioner Clark's question regarding audit exemptions and stated that the Verdi TV District reported its budget to the Nevada Department of Taxation (NDT) annually. She explained that KOLO 8 News had issued an incorrect statement regarding the Verdi TV District.

Commissioner Clark inquired whether the district had voted to exempt itself from publishing a budget or audit for three years and asked who the Verdi TV District's attorney and accountant were. Ms. Zunino said that the Verdi TV District's attorney was Mr. John Gallagher, and their accountant was Mr. Michel Knott. She said that the exemption was a resolution that granted the Verdi TV District exempt from filing a tentative budget, an audit report, and certain publishing requirements, except for the annual publication of a notice of the budget. She explained that the Verdi TV District was exempt from maintaining accounting records on an accrual or modified accrual basis and indicated that the district was required to file an annual fiscal report, quarterly status report, and annual budget on or before April 15. She asserted that the Verdi TV District filed statements of revenues, expenditures, and changes in fund balance, balance sheets for governmental fund types, expenses and changes in net assets, and balance sheets for enterprise funds on or before January 1.

Commissioner Clark indicated that, according to the NDT, the Verdi TV District voted to exempt itself from any budget or audit reporting for 2024, 2025, and 2026. Ms. Zunino explained that she was confused and asked where Commissioner Clark received that report. Commissioner Clark provided a document, copies of which were placed on file with the Clerk, and indicated that it was a report from the NDT published on April 11, 2025. Ms. Zunino expressed that the report Commissioner Clark presented was from KOLO 8 News and was inaccurate. She stated that the Verdi TV District shared what was done with public funds and followed the rules; however, she could not control misinformation.

Chair Hill believed that the Verdi TV District could help mitigate some misinformation by publishing data and maintaining a comprehensive website. She said that the Verdi TV District blamed the County for a website that the district should have had running by October 1, 2025. Ms. Zunino asked which part of the website was incomplete. Chair Hill indicated that all the financial documents were not listed. Ms. Zunino stated that all the financial records were available.

Commissioner Clark requested all financial and reporting documents from the Verdi TV District for the past five years. Ms. Zunino asked for clarification on what documents he wanted. Commissioner Clark stated that he would like to have all financial documents readily available and would share them with the public and news agencies upon request.

Chair Hill asked CDDA Large if he had any further input regarding the auditing of the Verdi TV District. CDDA Large reported that NRS Chapter 318.515 required 20 percent of the district's electorate to approve an audit or a request from the NDT. Chair Hill noted that she would peruse the County's Verdi TV District page and said she looked forward to continued discussion on the matter. She believed it was essential for the community to know how to access the district's information, how to contact the district, and what projects the Verdi TV District was currently working on. Ms. Zunino mentioned that she was able to locate the website and clarified that there were some inaccurate addresses and phone numbers listed online that she had been attempting to correct.

Vice Chair Herman felt that the Board had been rough on the Verdi TV District and apologized for some of the questions asked. Mr. Horton said that the experience that day had been taking place for roughly eight months, and he hoped other districts were being treated the same. He stated that a few months prior, the District Attorney (DA) and two news agencies requested financial records. He noted that the Verdi TV District had done nothing wrong and that he was willing to share any financial information requested. Ms. Zunino thanked Commissioner Andriola for wanting facts before judging the district.

25-0736 AGENDA ITEM 6B1 Bill Thomas from the Regional Transportation Commission (RTC) to discuss the connection between RTC and the Guinn Center. The Kenny Guinn Center for Policy Priorities is a nonprofit, nonpartisan policy research center addressing key challenges faced by policymakers and all Nevadans. In addition, he will cover the Traffic Maintenance study, Intelligent Transportation Systems (ITS), and info about the Traffic Management Center (TMC). (All Commission Districts.)

Bill Thomas, Executive Director at the Regional Transportation Commission (RTC), greeted the Board of County Commissioners (BCC) and interim County Manager (ICM) Kate Thomas. He remarked that he was glad to be at the meeting and introduced Dale Keller, Deputy Executive Director and Director of Engineering at the RTC. Mr. Thomas explained that Mr. Keller appeared at the BCC meeting to discuss all the details about the RTC, should the Board wish to delve into those matters in more depth. He asked that the BCC indulge him by allowing him to provide a more holistic view of what was being done by the RTC prior to addressing the Guinn Center study, which he described as the focus of his presentation. He opined that an overview of the RTC's activities over the previous year would be helpful for members of the BCC who did not concurrently serve on the RTC's governing board, as it would enable them to better understand what the organization had accomplished during the year prior. He noted that he would display a brief video without audio that included details regarding the RTC's major

projects. He explained that he had a presentation to conduct following the video that was comprised of information about the conclusion of the Guinn Center study and the RTC's recent maintenance study. He showed the video he had described and remarked that it reflected a portion of the \$185 million that the RTC invested in the region the previous year.

Mr. Thomas conducted a PowerPoint presentation and reviewed slides with the following titles: RTC Washoe 2025; Regional Transportation Commission; Core Services; Project Process; Maintenance Study; Key Findings & Recommendations; Guinn Study; Washoe County; Key Findings; Intelligent Transportations Systems (ITS); Traffic Management Center (TMC); Upcoming; Thank You!.

Mr. Thomas showed the slide titled *Regional Transportation Commission*. He stated he intended to begin his presentation by describing the RTC's governing board in detail, primarily for the public, as he was unsure whether they necessarily tracked that information. He noted that the RTC's governing board was created in 1979 and was likely one of the oldest regional agencies in Washoe County. He explained that the RTC's board consisted of elected representatives from the three local government entities in the County. He opined that the RTC's governing board functioned as a regional agency. He expressed pride in how the RTC's board members considered it their job to investigate the way transportation existed in the community. He explained that the average trip for County citizens was approximately six miles, which was a commute that often crossed multiple jurisdictions. He elaborated that the perspective of transportation officials was that people were somewhat blind to those jurisdictions, as they were more focused on their trip and the experience of their commute. He reiterated that the video he had displayed previously showed a two-minute highlight of a limited number of the RTC's past projects. He explained that 11,810 unique individuals were employed as a result of the money generated by sales and fuels taxes managed by the RTC on behalf of the community and the organization's governing board. He opined that a fairly significant number of people in the community had jobs as a result of the investments in the RTC. He noted that nearly 3,000 jobs annually were attributed to both the RTC's projects and the employees of the transit agencies the RTC had as contractors, including Keolis and MTM Transit.

Mr. Thomas displayed the *Core Services* slide. He reminded the Board and wanted to share with the public what matters the RTC conducted. He noted that the RTC provided three primary roles and services. He stated that transportation planning was the first of those services. He explained that the RTC's job was to manage and monitor the movement of goods and people throughout the community. He stated that regional transportation was the key function associated with the RTC's purpose. He noted that the RTC was a

metropolitan planning organization, which he described as a federal construct mandated by the federal government's requirement for communities consisting of over 50,000 people to have an agency, such as the RTC, to access and spend federal funds. He explained that the RTC's status as a metropolitan planning organization was a key part of what the organization did. He recounted that the RTC had adopted a 20-year transportation plan the previous year, which was vital to how the organization invested its funds. He added that the RTC was responsible for all aspects of the design, planning, construction,

inspection, and maintenance of the asphalt on regional roads. He acknowledged that those matters were associated more with Mr. Keller's area of expertise, but he emphasized that such work was a significant part of the RTC's operations. Mr. Thomas noted that the RTC was not responsible for local or State roads and highways, which he disclosed was a topic he would discuss in further detail later. He explained that the RTC oversaw the intervening portions of the roads, which consisted of most of the major roads used by the community. He described that the RTC also operated public transportation, which consisted of more than just the large blue buses. He noted that the RTC's public transportation also included the disability service of RTC ACCESS, the newer FlexRIDE program, and several active programs for seniors, including Washoe Senior Ride, which utilized taxis and Lyft or Uber vehicles. He indicated that the RTC covered the entire range of efforts to help the public navigate the community.

Mr. Thomas introduced the slide titled *Project Process* by acknowledging that it could be frustrating for people who had heard questions from the public regarding what was happening on specific roads, what was not changing within constituents' neighborhoods, and why certain things could not be done. He explained that the RTC had a very involved decision-making process that began with a 20-year Regional Transportation Plan (RTP). He noted that any progress made at the RTC was approached through the RTP, which was revisited every three to four years to consider everything that could be needed in the region over the following 20 years. He stated that the 20-year RTP provided a general overview of what needed to be done, which was then reviewed again to create the RTC's five-year Regional Transportation Improvement Program (RTIP). He elaborated that the five-year RTIP comprised the actual projects that would be conducted in the near future. He noted that following the RTIP, the RTC would conduct its Interlocal Cooperative Agreements (ICAs) through the organization's governing board. He stated that the BCC would review all of the ICAs, as the agreements could be for the Cities of Sparks and Reno, as well as Washoe County. He noted that all the ICAs had to go through the BCC because it was the agent that allowed the RTC to expend the tax money. That determination enabled the organization to ascertain when it would be able to conduct a project. He explained that the ICAs operated on a two-year outlook and represented the most crucial phase in determining whether a project would happen with certainty. He explained that, similar to the BCC, the RTC board approved an annual budget, which represented the actual expenditure of the organization's funds. He stated that he had shared such information with the Board and the public to encourage understanding of the reason behind the RTC's actions. He highlighted the substantial size and impact of the RTC's projects by disclosing that the organization's investments ranged in cost from \$5 million to \$80 million. He stressed the importance of completing the right projects correctly, as it ensured that their purpose was aligned with the best interests and needs of the community. He opined that when the RTC spent substantial amounts of money, it was essential to do so holistically for the good of the entire region.

Mr. Thomas showed the *Maintenance Study* slide. He said he wanted to discuss a previous study conducted by the RTC before discussing the Guinn Center study. He recounted that the maintenance study began after the RTC had heard conversations about issues associated with funding the comprehensive maintenance of streets, which

included not only the typical RTC efforts, such as asphalt and sidewalks, but also snowplowing, potholing, sealing, and other aspects of road maintenance. He noted that the RTC had engaged a consultant to assess the situation, which revealed three main points, as displayed on the slide. He elaborated that the key takeaway from the study was that each of the jurisdictions was spending the revenue specifically generated by fuel taxes on road maintenance while often supplementing those efforts through the use of other funding sources. However, he reported that the approaches varied by jurisdiction. He reiterated that all jurisdictions were spending slightly more on road maintenance than was received from fuel taxes. He disclosed a projected shortfall of approximately \$1.4 billion over the next 10 years. He opined that the jurisdictions would need that \$1.4 billion to maintain the entire road network, which included snowplowing, street cleaning, and other related services.

Mr. Thomas introduced the slide titled *Key Findings & Recommendations* and explained that the maintenance study provided some specific recommendations. He described the primary purpose of the study as determining the magnitude of the maintenance issues, as there were no existing reports of that kind previously. He opined on behalf of himself and the RTC that the situation with regional roads was not in a bad state and was generally in good standing. However, he acknowledged that those efforts could not contend with the maintenance needs and issues, as well as roadside ditches and local roads, when all of those aspects were considered comprehensively. He stated that the RTC was aware of the region's infrastructure needs, and he noted that the organization recognized it did not have the monetary resources to do everything that was desired. He directed the Board to view the recommendations listed on the right side of the slide and remarked that one recommendation was to invest in intelligent transportation systems (ITS). He noted that he would discuss that topic at a later time. He stated that prioritization was likely the most important of the study's recommendations and was something the BCC did frequently. He acknowledged that the RTC was aware that there would likely never be enough money to complete every goal, so prioritization was a question of how the organization could best allocate its time and funding from the public to ensure a well-managed, positive transportation network.

Mr. Thomas displayed the *Guinn Study* slide and recounted that the RTC had recently received the results of a study from the Guinn Center, a nonprofit and non-partisan organization. He described the Guinn Center's specialty as investigating public policy in Nevada, with a primary focus on providing advice and identifying priorities for any major legislative policy issues. He reported that the RTC hired the Guinn Center to research the problems associated with electric vehicle (EV) policy, as EVs did not contribute payments toward the fuel tax, which was how the transportation system was built and maintained. He explained that the fuel tax was the source of funding that helped the RTC pay for the road projects he had previously presented.

Mr. Thomas showed the slide titled *Washoe County* and described the statistical findings of the Guinn Center study. He noted that the chart on the left of the slide reflected the number of EVs, which were depicted in green, and hybrid electric vehicles (HEVs) in Washoe County since 2020. He suspected that everyone likely noticed an increase in EV frequency while driving. He reported that as of June, 5 percent of all vehicles seen on the road were either HEVs or EVs. He acknowledged that while there were great environmental and social benefits to changing to HEVs or EVs, those vehicles created a significant issue because they were not funding the maintenance and construction of roads. He referred to the chart on the right side of the slide and opined that the listed statistics reflected the quality, value, and fuel efficiency of new vehicles. He explained that despite the community's growth, the amount of gasoline being consumed was decreasing, which he described as a resource. He expected some might consider that to be a good shift, but he emphasized that such a change led to questions regarding maintenance. He reported that people were not driving less because the amount of driving increased as the community grew. He explained that EVs and HEVs were using the roads, consuming less fuel, and were therefore contributing less money to maintain a substantial and expanding transportation network.

Mr. Thomas reviewed the *Key Findings* slide. He explained that the slide depicted the recommendations the RTC received after the organization had asked the Guinn Center for guidance on what actions to take and what options were available based on the study's findings. He noted that the first type of recommendation was related to policy interventions, which included measures that would require legislative approval. He referred to the three listed recommendations and stated that levying either a tax or a fee on EVs was the option with the most traction and conversation. He noted that the concept of that recommendation was to find a way for owners of EVs and HEVs to contribute payments equivalent to, or nearly the same as, those made by people who purchased fuel for internal combustion engines to maintain the transportation network. He explained that the second recommendation was associated with vehicle miles traveled. He described the concept of that recommendation as being similar to the process of purchasing gasoline, wherein driving a vehicle more would require additional amounts of gasoline to be bought, and driving it less would result in less gasoline being purchased. He explained that the idea was to begin charging a tax based on the amount of driving people did in their vehicles, which he opined was a fair and equitable way to generate the necessary funding for maintenance of the transportation network. He disclosed that no state had yet figured out how to implement that recommendation, partly because the complexities of managing such a system and collecting the money would require a substantial portion of the funds to be contributed to overseeing those efforts. He acknowledged that there were serious concerns from the public about the privacy of such driving information being provided to the government. He thought that while everybody would ideologically prefer to utilize that

recommendation, he believed it would be very difficult to implement. He reiterated that nobody had identified a way to apply the recommendation. He described the final listed recommendation as an electric charging station tax and explained that such an option would similarly require approval from the Nevada Legislature. He noted that the RTC had learned that not all charging stations were equipped to handle that recommendation, and a method to collect the data about vehicle charging would be needed to enforce a tax on such an expense. He reiterated that all of the listed recommendations were possible and disclosed that the RTC favored the first opportunity he had mentioned. He stated that the RTC would return to discuss solutions with the BCC in the near future, as the matter had remained unaddressed despite being debated in the Legislature for three sessions.

Mr. Thomas noted that the slide listed a second group of recommendations that did not require State approval. He explained that there were two options within that category, the first of which he suspected the Board would likely be familiar with. He described that recommendation as a Supplemental Government Services tax, which the BCC had the authority to impose to provide for services needed in the community. He explained that the second option was to implement an increase in sales tax. He noted that such an increase was permitted but would be subject to approval through a public vote. He indicated that the sales tax increase could be approached by asking the community to pay an additional one-eighth of 1 percent on sales tax to generate funds. He stated that while the Guinn Center did not provide further details beyond that, the organization did provide some general estimates of the revenue that those recommendations might generate to address the issues he described. He reported that none of the recommendations, aside from the vehicle miles traveled tax, would be able to solve the problem holistically. He described the recommendations as measures to prevent the funding shortfall from worsening further.

Mr. Thomas showed the slide titled *Intelligent Transportation Systems (ITS)* and noted his intent to discuss what he described as a new and novel solution. He explained that when traffic congestion occurred on a road in the past, people would become concerned, and the RTC would respond by widening the road, only for more cars to begin using it. He elaborated that people would be pleased with the roads' increased capacity for a brief period, but the new space would eventually fill up, and the RTC would have to continue expanding it. He noted that in an effort to move people throughout the community, the RTC would also investigate and time all local traffic signals every three years, often with the assistance of a consultant. He described ITS as a novel concept that was being implemented in many communities. He explained that the RTC was trying to be very smart about how the organization managed the capacity in the area. He noted that there was capacity on all the roads in the region, but he opined that the space was occasionally not used wisely. He surmised that one road could be experiencing all the traffic, while other roads might be able to handle some of that capacity. He reported that it was possible to defer everybody from simultaneously entering the roads with extensive traffic and to better account for traffic-inducing special events, such as crashes or concerts. He noted that software, computer devices, and other necessary elements could be integrated with traffic signals to enable them to communicate with one another, allowing the RTC to move the signals in real-time rather than having the signals be set without change for three years until the agency revisited them for manual adjustments. He explained that such a change would enable the RTC to respond to a future event that might not have been predicted or modeled by adjusting the timing of traffic signals on the main corridor and its feeder routes. He stated that the idea behind such a concept was to be very intelligent about how the flow of transportation within the network was managed at any point in time.

Mr. Thomas introduced the *Traffic Management Center (TMC)* slide by noting that the Board would be given additional details on the topic of the slide in the future, as the related efforts could only happen through an agreement between Washoe County, the RTC, and the Cities of Reno and Sparks. He explained that the RTC was an agent of those governing bodies and required concurrence on the matter for it to be applied effectively on a regional level. He disclosed that the RTC was moving forward with the creation of a physical manifestation of the ITS, which he explained was a Traffic Management Center (TMC). He described the TMC as a place where the RTC would have people physically gather to investigate how the ITS was being comprehensively operated. He noted that the current procedure was to send individuals out based on when an incident occurred, which was not collectively analyzed or discussed in a way that ensured everyone could understand the complexity of the situation. He opined that having the TMC would lead to significantly improved utilization of the road system, which he reported had occurred in other places. He stated that the RTC realized that it would never have enough money to build or maintain all of the roads, so he surmised that the organization would have to be smarter about how the roads were used instead.

Mr. Thomas displayed the slide titled *Upcoming*. He apologized for exceeding the ten-minute time allotted for the presentation and remarked that it was challenging to discuss a year's worth of updates within such a timeframe. He reported that the RTC was focused on increasing coordination with the Nevada Department of Transportation (NDOT). He opined that it was important for everyone to understand that NDOT was a State agency and approximately 73 percent of Nevada's population was located in Southern Nevada. He explained that the RTC had to be extremely strategic in maintaining a good relationship with NDOT, as the region was competing with both Southern Nevada and the rural counties in the State to secure NDOT's attention, funding, and time to address local issues. He mentioned that federal funding was changing and emphasized that the RTC had been very aggressive in pursuing it. He noted that federal funding was decreasing and in a state of flux. He acknowledged that, although he could not provide the Board with exact details on the matter, the RTC was aware that the nature of investments from the federal government would likely differ from previous experiences over the following three years. He suspected that funding that had been used in the past for pedestrian bicycle facilities was likely gone, and money that was focused on safety would likely be the target of the new administration. He opined that the most important thing to do was to inform the community and the Board that, in the future, there would likely not be the same levels of federal funding that had been invested into the region's transportation network over the previous four years.

Mr. Thomas indicated that there was an issue associated with the Tahoe- Reno Industrial Center (TRIC) for the employees living in Reno and Sparks who need to travel along United States (US) Interstate 80 (I-80). He acknowledged that anyone who had driven that route would be aware that there were weekly crises on the I-80, which caused significant challenges for residents. He reported that 80 percent of the people who worked at the TRIC came from Reno, Sparks, or Washoe County. He emphasized that the occurrences on that road had a genuine daily impact on those individuals. He reported that the RTC approached the issue by coordinating with NDOT, the Governor's Office, and Storey County to identify both long-term and short-term solutions. He clarified that he mentioned the topic during his presentation because the problem was not included in the organization's RTP or anything the RTC had done independently, as the issue did not exclusively involve Washoe County. He described the problem as being inter-regional and indicated that it was associated with the entire State. He thanked the Board for allowing him to extend his presentation. He remarked that he would be happy to answer any questions himself or direct them to Mr. Keller.

Chair Hill expressed appreciation to Mr. Thomas for his presentation. Vice Chair Herman thanked Mr. Thomas for the report and for his timing.

Commissioner Garcia thanked Mr. Thomas and stated that it was a pleasure to serve on the RTC's governing board, as members learned a great deal. She opined that the various services the RTC provided to all ages and areas of the County, as well as the multi-generational projects in progress or already completed, were impressive. She remarked that people rarely have the opportunity to witness a bridge being rebuilt during their lifetime. She described ITS as innovative and expressed excitement about that project. She emphasized to the Board that the RTC did not favor one jurisdiction more than others. She stated that everything at the RTC was done with the support of substantial data collection and prioritization. She opined that everyone had to regard the issue with the roads as a nonpartisan and non-jurisdictional matter, as it was daunting to hear that there would be a \$1.4 billion shortfall in the following ten years. She stated that it was incumbent upon the Board to consider the policy recommendations provided during the presentation to identify what was possible and feasible for the region. She thanked Mr. Thomas and Mr. Keller for their work and for attending the BCC meeting to provide their presentation. She described the RTC as a lean agency that was very efficient at doing a substantial amount with the resources available. She encouraged Mr. Thomas and Mr. Keller to continue their work.

Commissioner Andriola echoed Commissioner Garcia's comments. She thanked everyone for attending the meeting and for the staff's hard work. She noted that she had a question for Mr. Thomas and referred to the statistics he had shared about EVs and HEVs, which represented 5 percent of the vehicles operating on the region's roads. She thought Mr. Thomas had said that there was nothing that could be done to solve that issue holistically, despite the matter being brought forward at more than three legislative sessions. She recalled that the topic had been discussed at the Nevada Legislature a long time before the three instances Mr. Thomas reported. She emphasized the fact that there were individuals who traveled the region's roads for free, including herself. She recounted having told NDOT Director Tracy Larkin-Thomason to come up with a

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solution, as she was willing to pay for it. She stated her support for addressing the matter and offered to personally write a check if it could solve the problem. She posed the hypothetical question of where such a check could be sent and asked how she could be assured that those funds would be invested back into the roads. She noted the increased presence of EVs and HEVs and stated that the rate of those vehicle types using roads had risen to 5 percent, which she had expected would be higher. She referred to the concept of balancing the decrease in consumption at gasoline pumps, as that action contributed to the fuel tax that was statutorily intended to help pay for road maintenance. She mentioned the analysis by the Guinn Center, noting that the organization was great and composed of genuinely bipartisan researchers who tried to identify viable solutions so legislators could investigate possible options for policy changes. She noted her intent to stay within the confines of the Guinn

Center's study while inquiring whether the analysis addressed a potential number that could be enforced upon the group of EV and HEV owners to compensate for the difference in gasoline consumption, considering that they utilized the roads for free. She reiterated that she never thought she would be one of the people who were unintentionally riding their vehicles on the road without contributing financially, but she emphasized that such things still happened. She asked whether Mr. Thomas could provide such a value and acknowledged that he had previously mentioned a \$1.4 billion shortfall. She inquired what value could be assessed as an alternative to raising the tax, noting that the Department of Motor Vehicles (DMV) and other entities that collected funds and sent out bills were already experiencing difficulties doing so. She referred to Mr. Thomas' earlier statements, noting that even if the entities collected the money, those funds would need to be reinvested into the collection process built to support that system. She acknowledged that she did not entirely understand that concept, as she did not have enough information on the matter. She reiterated her initial question by asking what could be assessed and whether the Guinn Center had provided the RTC with a value to associate with the HEVs and EVs.

Mr. Thomas asked for clarification on whether Commissioner Andriola was seeking a dollar amount, which she confirmed. Mr. Thomas affirmed that the Guinn Center provided the RTC with a matrix that had two primary variables. He explained that the matrix had a maximum value and a minimum value associated with an adoption level, indicating whether people would actually purchase EVs. He explained that the statistics were provided as a matrix because there was no certainty about that data. He reported that NDOT forecasted an increase in EVs and HEVs on the road to approximately 20 percent within five years. He acknowledged that while the current statistic might seem minimal, he suspected that the rate of EVs and HEVs would continue to grow. He thought that everyone could see the increased frequency of those vehicle types on the road. He stated that there were many kinds of new EVs aside from Tesla's, and that an individual needed to simply sit at a traffic signal to witness the number of electric vehicles passing them. He suspected that the median value of the matrix was likely a value between \$200 and \$250. Commissioner Andriola expressed disbelief at that number, recalling that the amount she had mentioned offering to write a check for Ms. Larkin-Thomason in the past for such an expense was \$250. She stated that if she could be assured that the money from that payment would be contributed to the roads, she would pay it the same day.

Commissioner Andriola asked whether the Guinn Center provided the RTC with an indication of the dollar amount that would be given to an entity to process the payments. She questioned whether the \$250 cost per vehicle would be a sufficient amount, as it would not be allocated towards road maintenance, but rather would need to be invested in building the infrastructure to implement the collection system. She suggested that if the State were lucky enough to find the necessary funding elsewhere, it could instead be invested in the infrastructure while allowing the original \$250 tax to be contributed to the roads. She asked whether the initial \$250 would be invested for the first year, with subsequent payments being allocated to the roads. She inquired about the period of time required to cover the infrastructure costs associated with an agency running the billing and collection of such a fee.

Mr. Thomas explained that the benefit of implementing the charge as either a fee or a tax, such as a flat registration fee, was that it was very inexpensive to implement because it would simply be another item on DMV's list of revenues. He did not remember the exact rate for implementing a flat registration fee, but he thought that it had been noted in the report as being a small percentage, which would result in minimal administrative costs if that method were chosen. He emphasized that he had tried to highlight a new approach associated with a vehicle miles tax that would eliminate the gasoline tax and instead charge an amount based on the number of miles driven. He thought the estimate of what would be charged for such a tax would be a detail that would naturally be resolved over time based on the RTC's knowledge of the matter. He noted that Nevada was one of only nine states that had not implemented such a fee, as the other 40 states across the

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Country had already addressed the issue. He reported that the cost of the vehicle miles tax in those 40 states ranged from \$100 to \$200 for EVs, with HEVs costing approximately half of that. He noted that the model already being used in other places demonstrated that authorization from the Nevada Legislature would be needed to move forward with charging that fee. He reiterated that determining the amount to collect for such a fee would likely be a policy decision that would possibly be made by the BCC. He anticipated that the Board would likely hear concerns about the new technology and whether setting the tax rate too high would discourage people from choosing EVs, which he reiterated were vehicles with social benefits. He suggested that the actual tax rate would likely be determined by finding and testing the balance between those factors. He proposed that the fee be indexed similarly to the fuel tax, depending on the extent to which the RTC might be able to influence those details. He explained that the goal with indexing the fee through that method would be to prevent it from remaining static, as the value of \$250 in 20 years would decrease over time, and the fee needed to accelerate in the same manner as the fuel tax to account for rising costs. Commissioner Andriola agreed and noted that his explanation reflected why fees were typically indexed to the Consumer Price Index (CPI).

Commissioner Andriola thanked Mr. Thomas and noted that it seemed as though more information would be provided to the Board in the future. She voiced her intent not to take up any more time in the discussion. She expressed anticipation that the State Legislature would enforce a bill on drivers who used the roads for free, after the issue had gone unaddressed for several years, which she opined was harming everyone. She opined that no one wanted to have any tax implemented, but she stated that the reality was that nothing was being paid by those using the roads for free, which effectively made others pay the cost. She described an increase in vehicle efficiency and support for saving fuel across the Country since the 1970s. She noted that the benefits associated with that improved efficiency had been proven, and there had subsequently been a decrease in fuel usage over time. She explained that the fuel tax was indexed based on those past efficiencies. She recalled participating in legislative efforts to calibrate the tax so that it would be fair to everyone and ensure equitable payments for all. She looked forward to the Nevada Legislature taking meaningful and productive action that would generate a solution rather than making arbitrary decisions. She opined that it seemed like a promising first step, acknowledging that she did not have all the details but that she would be watching for further developments.

Commissioner Andriola referred to the video Mr. Thomas had shown, stating that it was incredible that the RTC's Students Ride Free program had increased by 34 percent. She noted that she had not seen a percentage associated with the RTC's FlexRIDE program and stressed its importance to the district she served and to many others. She thanked the RTC for the FlexRIDE program and shared that one of the first constituents she personally helped was assisted through the program. She reiterated her fondness for FlexRIDE, as it allowed her to see that constituent be enabled to receive transportation for the dialysis treatments that saved his life. She repeated that she had not seen the statistics associated with the program and requested to follow up on those percentages to learn whether there was an increase in the utilization of FlexRIDE and the Washoe Senior Ride Taxi Bucks voucher program. She thanked Mr. Thomas for thinking about how to move people efficiently and effectively at the smallest possible cost. She opined that the ITS model sounded fascinating. She thanked Mr. Thomas for regularly attending the Spanish Springs Citizen Advisory Board (CAB) meetings and doing a great job there. She indicated that those CAB members felt the impact of infrastructure in the area alongside the RTC and NDOT. She opined that it would be helpful to have Mr. Thomas in attendance at the upcoming meeting at the Spanish Springs Library at 6:00 p.m. on November 5, 2025, so those living in the area could hear about what the RTC was doing and had planned. She referred to Mr. Thomas' earlier comments regarding the issues on US I-80 and opined that it was particularly important for Spanish Springs residents to be told at the meeting about the RTC's plans with that road, as 43 percent of the commuters who traveled to the TRIC lived in her district. She noted that there was a shared interest in determining how to approach that issue to efficiently transport commuters and identify short-term and long-term options. She expressed certainty that the Spanish Springs CAB meeting would be well-attended, given the substantial information Mr. Thomas would share. She agreed with Commissioner Garcia's earlier statements regarding the matter being about jurisdictions working together, as everyone was crossing those geographic boundaries in various ways. She encouraged everyone to communicate with their elected representative at the Nevada Legislature to promote finding a way to charge for EV and HEV use during the upcoming session, which she suspected would be held in 2027.

Commissioner Clark thanked Mr. Thomas and asked for confirmation whether he had reported a decrease in the volume of gasoline purchases. Mr. Thomas responded that the volume of gasoline consumed had decreased. Commissioner Clark described that data as interesting. He acknowledged that EVs and HEVs

were a component in that statistic, but he recalled that Mr. Thomas had mentioned that those vehicles only comprised approximately 5 percent of the automobile market. Commissioner Clark wondered why gasoline purchases were going down while the population was increasing and more people were spending additional time on the roads. He asked if Mr. Thomas suspected people were purchasing gasoline outside of Washoe County to avoid the local taxes and whether he thought that was a factor in the decreased gasoline consumption. Mr. Thomas confirmed his belief that such practices were occurring based on having heard from people who reported that they were doing so. He attributed the decrease more to a reflection of modern fuel efficiency. He reported that the decrease was not exclusively related to EVs and HEVs and explained that the RTC had seen fewer large trucks while there was an increase in the amount of smaller vehicles. He acknowledged that there were

more people in the region and an increase in road utilization, which everyone had experienced through witnessing a surge in traffic congestion. He explained that despite those increases, people were not pumping as much gasoline into their vehicles as they used to, which impacted how much money was raised to pay for the transportation network.

Chair Hill thanked Mr. Thomas and suspected that he had heard how the BCC wanted to help the RTC with the equity issue in the County. She encouraged Mr. Thomas to inform the Board about how it could support him, as the BCC wanted to ensure everyone was paying a fair portion. She opined that the County deserved great roads and stated that the BCC appreciated the update and the great work done by Mr. Thomas and his team in serving the community. She assured Mr. Thomas that the Board would stay in touch with him. Mr. Thomas thanked Chair Hill and noted his appreciation for the Board's time.

25-0737 AGENDA ITEM 6C1 Status update on the implementation of recommendations from the Raftelis OCM Organizational Assessment by Interim County Manager Kate Thomas.

Interim County Manager (ICM) Kate Thomas conducted a PowerPoint presentation and reviewed slides with the following titles: OCM Organizational Assessment; Implementation Timeline for OCM Recommendations; Completed!; In Process!; Deep dive "in process" recommendations (4 slides); On Hold!; Washoe County is committed...; Thank you.

ICM Thomas noted that she would provide the Board of County Commissioners (BCC) with a brief status update regarding the Raftelis recommendations the County had been given previously. She informed the Board that she would remain at the dais to conduct her presentation.

ICM Thomas displayed the slide titled *Implementation Timeline for OCM Recommendations*. She recounted that staff had received a request from the BCC for an outside entity to research the state of the organization, communication, and work allocation within the Office of the County Manager (OCM). She recalled that after a series of selection opportunities, a company called Raftelis was invited to conduct research and speak with numerous individuals, including elected officials and department heads, to create a recommendation that County staff subsequently provided to the Board. She noted that the recommendations were presented to the BCC on June 25, 2025. She indicated that, although an additional limited update on the Raftelis study had been provided to the Board during a prior briefing, she wanted to give another updated presentation on the status of some of the study's recommendations because she had assured the Commissioners that she would bring the matter before them again. She referred to the graph listed on the slide and explained that it listed 12 recommendations on the y-axis. She reported that efforts to address all but two of those recommendations had started immediately.

ICM Thomas introduced the *Completed!* slide. She explained that OCM began work alongside staff from various other departments, including those in Human Resources (HR), to implement some of the recommendations from the Raftelis study. She stated that staff were happy to report that OCM began work on some of the important initiatives immediately. She reported that the Board had seen the implementation of weekly briefings rather than receiving a multitude of emails from the ICM, Assistant County Manager (ACM), or other department leads. She explained that staff were trying to communicate in a more meaningful way by providing information in a weekly publication for the BCC, which was also distributed to the County's elected department heads, non-elected leadership, and personnel throughout the entire organization. She noted that the publication was intended to provide information to the Commissioners, ensuring they were updated and effectively communicated with. She reported that the

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commission support function had been delegated to ACM David Solaro, who was working hard to align that responsibility with the requests made by the BCC regarding agendas and general commission support. She explained that regular meetings between herself and each of the Commissioners individually had started, which she enjoyed. She noted that those meetings occurred weekly, as often as possible, to enhance communication with the Board. She described that a quarterly meeting with the elected officials had been implemented, recalling that the first re-established luncheon was hosted the week prior. She affirmed that she would meet with the elected officials as often as she was invited to do so, in order to discuss some of the issues they experienced and those faced by other department heads. She clarified that she was referring to the seven elected department heads, not the elected officials on the BCC. She reported that the realignment of certain roles within OCM and the department's reporting structure had been completed.

ICM Thomas showed the *In Process!* slide and explained that staff had already begun work on some of the study's recommended items. She stated that several recommendations were being worked on and awaiting completion, including addressing agenda setting and the framework of BCC meetings. She recalled that the Board had heard staff mention a meeting structure that involved a more intensive workshop for the Commissioners, which Raftelis recommended. She recounted that staff had also received a recommendation to consider posting meeting agendas a few days earlier to ensure the Board would have enough time to digest the information and prepare meaningful questions if they needed staff to provide further clarification on an item. She reported that staff had begun work to restructure the ACM position and certain functions of the role. She noted that the effort had initially started with researching a potential name change for the ACM position, as the role operated more as an executive assistant to the County Manager (CM). She reiterated that the restructuring of the ACM role was in progress.

ICM Thomas reported that staff were working on addressing the process utilized to prioritize requests made by the BCC. She noted that individuals attended BCC meetings to seek answers and solutions by providing comments to the Board. She explained that many of those comments were echoed by Commissioners through requests to staff to investigate further. She stated that work had begun to identify the staff actions Commissioners would prefer to see taken to address their requests, such as adding an agenda item or scheduling a future presentation, to ensure that Board requests were prioritized and reintroduced to the BCC. She reported that staff were investigating some of the policy and governance roles for the BCC, which she noted would be further reviewed

later in her presentation. She indicated that work was being done to strengthen the relationships, accountability, and collaboration within the Board. She recalled hearing discussion that working together was a central theme of that effort. She noted that staff were accounting for the future by considering a time when there might be new members of the BCC. She acknowledged that it was known there would be at least one new Commissioner joining the Board. She elaborated that the staff was primarily researching a very robust onboarding program for the BCC. She explained that she would further discuss the status of the recommendations that staff were actively working on and indicated that the information she had previously provided was a general overview of those efforts.

ICM Thomas introduced the first slide titled *Deep dive "in process" recommendations*. She reported that OCM staff sent a survey to the agenda coordinators in various departments to investigate what the agenda process looked like for them, specifically regarding a work planning order if OCM were to set or release an agenda a few days in advance. She noted that there was a relatively robust schedule associated with getting an item before the Board for a policy decision to be made. She explained that the survey inquired how it might impact the work being done in different departments, based on each department's perspective, if OCM staff were to advance the agenda schedule by a few days. She noted that staff were looking through the feedback they had received from the survey, which was something they expected to present to the Board with more information in December. She noted that staff were working on realigning the duties of the ACM. She explained that there had been discussions about transferring the duties associated with meeting agendas out of the ACM role to allow those responsibilities to become more of a coordinating effort of office managers, rather than having the Commission Support Team work on agendas. She noted that such a change would allow the Commission Support Team to be in more direct contact with the BCC. She reported that an agenda item would be brought before the Board at the next BCC meeting, allowing staff to explain how those duties could be realigned and strengthened based on the Raftelis recommendations.

ICM Thomas displayed the second *Deep dive "in process" recommendations* slide. She explained that the prioritization of Board requests was one of the two recommendations that staff did not begin

working on immediately. She recalled that there had been a discussion about revisiting that recommendation when a new CM started their role in January. She noted the policy and governance role of the BCC was also being reassessed. She stated that more robust involvement from the Board directly in the strategic planning process was needed during discussions about how the Board would set the strategic objectives for the organization to follow. She explained that the BCC would see those changes in the future. She wanted to focus on the recommendation related to the ways the Board behaved and the BCC's relationships, accountability, professionalism, and collaboration. She explained that OCM staff had committed to setting up workshops. She clarified that the workshops were not necessarily considered training sessions, as the Commissioners all knew how to do their jobs, but she opined that every person needed training and professional development.

ICM Thomas showed the third slide titled *Deep dive "in process" recommendations*. She referred to the listed timeline on the slide. She indicated that the recommendation staff expected to be addressed in December was to establish the basis for considering some of the best practices associated with how boards in other jurisdictions successfully interacted with one another and employed effective communication styles. She reported that staff would invite individuals from outside the organization to discuss what methods worked best and were considered to be best practice around the Country. She explained that discussions would take place at the beginning of 2026 about bridging divides, which staff knew the Nevada Association of Counties (NACO) had done strong work with. She noted that staff wanted to emulate NACO's framework to enhance Board collaboration. She reported that an organization named Convergence was considered to facilitate those efforts, which she thought would be exciting. She explained that staff would provide the BCC with additional information on specific dates and details about those workshops in the future. She explained that the fourth session would be held in March of 2026 and was based on bringing everything together for accountability, which would be facilitated by a consultant to help establish good regulations. She knew the Board was interested in bringing forward and continually refining the BCC's Rules of Procedures. She emphasized that staff were always willing to take direction from the Board on how to support the BCC in functioning collaboratively by providing whatever information was needed and identifying what training might be helpful. She reiterated that the slide included some of the items that would be brought about from the BCC retreats and training sessions staff were considering.

ICM Thomas introduced the fourth *Deep dive "in process" recommendations* slide by referring to her earlier comments regarding the onboarding processes for elected officials. She explained that staff were heavily focused on identifying how to facilitate providing, what they considered to be, a very robust opportunity throughout the onboarding process for newly elected officials into the organization. She emphasized that the staff had clearly heard that recommendation. She acknowledged that there had been some frustration with the onboarding process for new appointees to boards and commissions. She reported that staff would continue to work through the recommendations to ensure that everybody was happy with how the constituents appointed by the BCC to represent the boards they were chosen for could better serve the community.

ICM Thomas introduced the slide titled *On Hold!* by noting that two recommendations were paused pending the future CM's start in the position at the beginning of 2026. She explained that the paused recommendations were to reconsider the framing of strategic planning and finalize the restructuring of OCM. She acknowledged that there had been some discussion about whether another executive-level position should be created in OCM. She explained that the conversation would continue to evolve the longer staff worked together to figure out what OCM could do to serve the BCC. She displayed the *Washoe County is committed...* slide and noted her intent to conclude the presentation. She stated that staff were always looking to improve. She opined that the Raftelis report provided staff with the opportunity to do so, as well as with the framework that they had been following. She acknowledged that while the Raftelis report was not the only important factor for those efforts and did not need to be followed exclusively, it did provide staff with beneficial goals to follow. She stated that she would be happy to answer questions from the Board and was willing to consider any suggestions.

Chair Hill thanked ICM Thomas and appreciated seeing the work that she and her team had put into the update.

Commissioner Andriola thanked ICM Thomas for providing the Board with an update. She opined that it was important for everyone to hear about what was happening. She stated that everybody was working hard, and an individual might not always be aware of what was or was not occurring. She referred to

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the chart ICM Thomas displayed during the presentation that showed the targets provided by Raftelis. She explained that she had worked with many consultants, which she opined everyone had done as well in various capacities. She disclosed that she was not familiar with Raftelis prior to their work with the County and complimented the fact that they collaborated with the organization's leadership to create a timeline for establishing realistic goals that could be implemented. She opined that Raftelis's work on the report demonstrated that it was an organization that conducted its tasks very thoroughly, as opposed to being satisfied with submitting an assignment that left others to figure out the details. She expressed appreciation for the update and noted that she would continue to look forward to additional reports. She stated that she wanted to keep an opportunity available to offer any suggestions to staff as they arose.

Commissioner Clark thanked ICM Thomas for her report. He opined that it was good to see that progress had been made. He indicated that a lot of the information was unsurprising, as many of the details from the presentation were discussed during the individual Commissioner meetings that ICM Thomas had previously mentioned. He thought it was nice to see all of the information provided within a single presentation.

Chair Hill opined that the Board had already seen the improvements and details mentioned by ICM Thomas coming to fruition. She thanked ICM Thomas and expressed the Board's appreciation.

PROCLAMATIONS

25-0738 7A1 Proclamation for the day of October 21 as Heroes Among Us Day. (All Commission Districts.)

This item was not heard.

25-0739 7B1 Proclamation for the week of October 19 - 25 as National Friends of Libraries Week. (All Commission Districts.)

Commissioner Garcia read the proclamation.

Development Officer Jamie Hemingway indicated that other Friends of Washoe County Library (FWCL) Board of Directors members were present; however, they had to leave early due to their final book sale of the year. She stated that the FWCL had raised over \$2 million for the Washoe County Library System (WCLS) since its inception in 1980. She noted that the FWCL's year-round book sales were a great opportunity.

12:38 p.m. The Board recessed for a photo.

12:38 p.m. The Board reconvened with all members present.

There was no response to the call for public comment.

On motion by Commissioner Garcia, seconded by Commissioner Andriola, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 7B1 be adopted.

DONATIONS

25-0740 8A1 Recommendation to retroactively acknowledge various one-time in-kind gift donations at a value of [\$8,279.46] from the Reno Rodeo Foundation, at a value of [\$250.00] from anonymous donors, accepted by Second Judicial District Court (SJDC) in support of the Reading Room Project during July 1, 2024, to June 30, 2025. District Court. (All Commission Districts.)

Commissioner Garcia thanked the Reno Rodeo Foundation (RRF) and the anonymous donors for the \$8,279.46 worth of books, toys, and teddy bears for the reading room program. Commissioner Andriola congratulated the foster children whose lives would be influenced by the donations.

On the call for public comment, Court Administrator and Clerk of Court Administration Alicia Lerud acknowledged the reading room program and the great work performed by the RRF. She said that the reading room program was established in 2018 with the support of the community and the RRF to provide books for children. She believed that a court was not the friendliest environment for the community's youngest and most vulnerable patrons; however, books served as a celebratory momentum for children who were on the adoption docket, allowing them to leave with a positive experience. She recalled that she had provided books to children who were at court with parents filling out applications for a protection order. She asserted that the program was very valuable and special for the population. She noted that she felt it was fantastic that, in addition to books, there would now be small stuffed animals.

Commissioner Andriola acknowledged the Court staff and judges who curated certain books for children who might be experiencing situations that need inspiration. Ms. Lerud indicated that the staff were very passionate about the program and were there to help. She noted that she kept another box of books at the Second Judicial District Court (SJDC) because children occasionally visited.

On motion by Commissioner Garcia, seconded by Commissioner Andriola, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 8A1 be accepted.

CONSENT AGENDA ITEMS – 9A1 THROUGH 9F1

25-0741 9A1 Approval of minutes for the Board of County Commissioners' regular meeting of September 9, 2025. Clerk. (All Commission Districts.)

25-0742 9A2 Acknowledge the communications and reports received by the Clerk on behalf of the Board of County Commissioners, including the following categories: Communications, Monthly Statements/Reports, and Executed Contracts. Clerk. (All Commission Districts.)

25-0743 9B1 Recommendation to 1) approve roll change requests, pursuant to NRS 361.765 and/or NRS 361.768, for errors discovered on the 2022/2023, 2023/2024, 2024/2025 and 2025/2026 secured and unsecured tax rolls 2) authorize Chair to execute the changes described in Exhibits A and B and 3) direct the Washoe County Treasurer to correct the error(s). [cumulative amount of decrease to all taxing entities \$60,063.74]. Assessor. (All Commission Districts.)

25-0744 9C1 Recommendation to approve and accept a Grant of Trail Easement from Truckee Meadows Water Authority (TMWA), a Joint Powers Entity, to Washoe County for non-motorized public use, maintenance, and installation of wayfinding signage on the existing portage trail located on approximately 1,950 square feet of Assessor's Parcel Number (APN) 038- 112-13 at a cost of \$0.00. [Four wayfinding signs will be installed in the easement area for an estimated cost of \$120.00]. Community Services. (Commission District 1.)

25-0745 9C2 Recommendation to approve the ArrowCreek Homeowners' Association Open Space Access Agreement between Washoe County and the ArrowCreek Homeowner's Association to allow construction and designation of non-motorized access points for its residents and non- residents on adjacent County Open Space Assessor's Parcel Numbers 152- 010-25, 152-021-07, 152-051-22, 152-430-15, 152-430-17, 152-430-18, 152-850-04, 152-880-02, 152-880-03, and 152-880-06, and authorize the Director of the Community Services Department (Eric Crump) to execute the agreement and any temporary construction easements associated with improvements under the agreement. Community Services. (Commission District 2.)

25-0746 9D1 Recommendation to the Board of County Commissioners to retroactively acknowledge a grant of \$1,228.00 [no County match required], awarded to the Washoe County Law Library, Second Judicial District Court, by the Institute of Museum and Library Services through the Library Services and Technology Act, administered by the Nevada State Library, Archives and Public Records for the grant period July 1, 2025 to June 30, 2026, and direct Finance to make the necessary budget

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amendments. Grant funding will pay for the costs related to sending one staff member to a Library Law Conference. District Court. (All Commission Districts.)

25-0747 9E1 Recommendation to approve, pursuant to NRS 244.1505, Commission District Special Fund disbursement in the amount of [\$2,500.00] for Fiscal Year 2025-2026; District 3 Commissioner Mariluz Garcia recommends a [\$2,500.00] grant to Desert Pigs - a nonprofit organization created for charitable, religious, or educational purposes - to support the great work they do throughout Nevada cleaning up illegal dumpsites on public land; approve Resolutions necessary for same; and direct Finance to make the necessary disbursements of funds. Manager. (Commission District 3.)

25-0748 9E2 Recommendation to approve, pursuant to NRS 244.1505, Commission District Special Fund disbursement in the amount of [\$10,000.00] for Fiscal Year 2025-2026; District 5 Commissioner Jeanne Herman recommends a [\$5,000.00] grant to Reno Elks Lodge - a nonprofit organization created for religious, charitable or educational purposes - to support the cooking classes for senior citizens that are cooking on a budget; and a [\$5,000.00] grant to Senior ResQ - a nonprofit organization created for religious, charitable or educational purposes - to support their endeavor to assist seniors with help when their rent has been raised; approve Resolutions necessary for same; and direct Finance to make the necessary disbursements of funds. Manager. (Commission District 5.)

25-0749 9F1 Recommendation to accept a fiscal year 2026 Our Rescue grant award [amount not to exceed \$5,000.00, \$250.00 County match required] as administered from Our Rescue for a one-year Virtual Investigation Platform (VIP) Lite software subscription for the retroactive grant period of August 27, 2025 through subscription expiration date; authorize the Sheriff to retroactively execute the award document; and direct Finance to make the necessary budget amendments. Sheriff. (All Commission Districts.)

Chair Hill indicated that part of the special fund disbursement, the \$5,000 grant to the Reno Elks Lodge, for Consent Agenda Item 9E2 would be excluded.

There was no response to the call for public comment on the Consent Agenda Items listed above.

On motion by Commissioner Andriola, seconded by Vice Chair Herman, which motion duly carried on a 5-0 vote, it was ordered that Consent Agenda Items 9A1 through 9F1, with the exclusion of the \$5,000 grant to the Reno Elks Lodge for Item 9E2, be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 9A1 through 9F1 are attached hereto and made a part of the minutes thereof.

BLOCK VOTE -10, 11, AND 13 THROUGH 16

25-0750 AGENDA ITEM 10 Recommendation to acknowledge receipt of the Change Log shown in Exhibit A, submitted in accordance with NRS 361.310(4), for the 2025/2026 Assessment Roll that results in a net increase of \$504,450,968 in assessed value. Assessor. (All Commission Districts.)

There was no response to the call for public comment.

On motion by Vice Chair Herman, seconded by Commissioner Garcia, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 10 be acknowledged.

25-0751 AGENDA ITEM 11 Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Emergency Operation Center Chiller Replacement Project, located at 5195 Spectrum Boulevard, Reno Nevada, PWP-WA-2025-453 [staff recommends American Chiller Service, Inc., in the amount of \$721,975.00] and approve a project contingency allowance in the amount of \$70,000.00 to be used if needed on a time and materials basis for a total project amount of

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\$791,795.00. The project replaces an unreliable and inefficient chiller system with a new energy-efficient and reliable system that provides environmental control for Washoe County's Emergency Operations Center. Community Services. (Commission District 5.)

There was no response to the call for public comment.

On motion by Vice Chair Herman, seconded by Commissioner Garcia, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 11 be awarded and approved.

25-0752 AGENDA ITEM 13 Recommendation to acknowledge receipt of the reissued Washoe County Annual Comprehensive Financial Report (ACFR), auditor's report, and report on internal control for the fiscal year ended June 30, 2024, as presented; and authorize the Comptroller to proceed with distribution of the ACFR for public record, as required by law. Comptroller. (All Commission Districts.)

There was no response to the call for public comment.

On motion by Vice Chair Herman, seconded by Commissioner Garcia, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 13 be acknowledged and authorized.

25-0753 AGENDA ITEM 14 Information and acknowledgement of receipt by the Board of County Commissioners of contracts and purchases that have exceeded or are expected to exceed [\$300,000] that may include services and supplies for all County departments. Pursuant to Washoe County Code 15.490, the purchasing and contracts manager is authorized, subject to the provisions of Washoe County Code and the applicable provision of state law, to approve purchases and contracts up to [\$300,000]. As a matter of best practices, the purchasing and contracts manager will keep the Board of County Commissioners informed of all contracts and purchases for all county departments that have been previously approved that have exceeded or are expected to exceed the threshold amount. A full list of specific contracts, vendors, and amounts is viewable in the staff report. The aggregate amount of known expenditures under these contracts to date is

\$7,015,173.37. Comptroller. (All Commission Districts.) There was no response to the call for public comment.

On motion by Vice Chair Herman, seconded by Commissioner Garcia, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 14 be acknowledged.

25-0754 AGENDA ITEM 15 Recommendation to approve Resolution R25-113 to augment the Building and Safety Fund in the amount of [\$600,000] to increase Fiscal Year 2026 revenue and expense authority for permitting associated with multiple large-scale projects including hotel/casino projects in Lake Tahoe and multi-family apartment projects in accordance with Nevada Revised Statute (NRS) 354.598005 and Nevada Administrative Code 354.481; and direct Finance to make the necessary budget amendments. Finance. (All Commission Districts.)

There was no response to the call for public comment.

On motion by Vice Chair Herman, seconded by Commissioner Garcia, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 15 be approved and directed.

25-0755 AGENDA ITEM 16 Recommendation to approve budget amendments totaling an increase of [\$1,048,589.00; no county match] in both revenue and expense to the FY26 State Public Health Interlocal Contract, retroactive to August 7, 2025, through June 30, 2027, for Northern Nevada Public Health in the improvement of public health, and direct Finance to make the appropriate budget amendments. Northern Nevada Public Health. (All Commission Districts.)

There was no response to the call for public comment.

On motion by Vice Chair Herman, seconded by Commissioner Garcia, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 16 be approved and directed.

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25-0756 AGENDA ITEM 12 Recommendation to receive an update and provide direction to staff by confirming or modifying the priority order of actions to implement the Envision Washoe 2040 Master Plan and changes mandated through the 2025 Session of the Nevada Legislature. Topics for prioritization may include, but are not limited to: County-wide affordable housing initiatives; public noticing; permitting requirements for equine businesses; dark skies; heat mitigation; and agritourism. Community Services. (All Commission Districts.)

Community Services Department (CSD) Planning & Building Division Director Kelly Mullin conducted a PowerPoint presentation and reviewed slides with the following titles: Master Plan Implementation Priorities; Washoe County Strategic Plan; Background; Implementation Actions; Status Updates (three slides); New Topics for Prioritization; Updated Recommended Priority Order; Recommendation; Thank you.

Ms. Mullin recounted that approximately two years previously, the Board of County Commissioners (BCC) adopted the Envision Washoe 2040 Master Plan (Master Plan), identified a priority order for items, and started Master Plan implementation. She noted that the priority order was updated in December 2024, and she provided an update on accomplishments that occurred since the initial Master Plan adoption. She asked the Board to confirm or modify an updated priority order, which she advised would include items recently mandated by the State Legislature. She showed her *Washoe County Strategic Plan* slide and explained her intention to base the Master Plan discussion on the County's Strategic Plan and the work County planners did, especially on long-range planning items like the Master Plan. She described that long-range planning required significant time and resources, and it was important for the work to stem from the priorities established by the BCC. She clarified that the BCC sets policy and direction with the Strategic Plan and Master Plan, and then staff worked on implementation. She pointed out that one example of an objective in the Strategic Plan was economic impacts, which included a goal to meet the needs of a growing community. She conveyed that staff focused on initiatives from both the Strategic Plan and the Master Plan, some of which were shown on her slide. She said that the goal was to ensure that the work done was driven by the priorities set by the BCC. She mentioned that there were complicating factors, like mandates from the State Legislature and the two regional planning agencies, Truckee Meadows Regional Planning Agency (TMRPA) and the Tahoe Regional Planning Agency (TRPA).

Ms. Mullin reviewed her *Background* slide. She noted that the Board would be provided with some recommendations on the prioritization of new items. She displayed the first of her *Status Updates* slides and spoke about achievements related to the top priority previously set by the BCC regarding Countywide affordable housing. She described that significant work was done in the prior year to reduce barriers for missing middle housing types, which she explained included triplexes, quadplexes, and cottage courts. She revealed that Commissioners would be asked in the next month to introduce changes to incentivize senior housing. She elaborated that a series of initiatives would be presented over the next several months with the goal of reducing barriers to creating smaller homes, supporting redevelopment of infill parcels, creating incentives specific to affordable housing, and expanding ways to support homeowners who wanted to bring an accessory dwelling unit (ADU) onto their property. She noted that the recent legislative session generated mandates aimed at housing. She added that the County planned to implement initiatives soon in response to two of the mandates; one would allow for multi-family and mixed-use housing on commercially zoned properties, and the other would create an expedited review process for attainable housing.

Ms. Mullin showed the second of her *Status Updates* slides and summarized that a lot of progress was made on Countywide affordable housing initiatives, but she recommended that, due to the work still to be done, it remained the top priority. She highlighted a request in the current budget cycle that would authorize the creation of a net-zero position to allow for staffing dedicated to leading efforts on the Master Plan implementation. She recommended that, with the creation of that position, the priority item for resources to implement the new Master Plan be removed from the priority list. Similarly, she noted that the County component of the Tahoe Area Plan (TAP) was complete and the changes were adopted in August of 2025. She said recommendations were provided to the TRPA for their conformance review and analysis of the changes within the TAP, but she observed that the County portion of the TAP efforts was mostly complete, and she recommended removing the TAP from the priority list. She specified that work had not started on public noticing and engagement. She recounted that changes were made in 2022 that allowed projects requiring a public hearing to be presented to the community earlier in the process in an effort to provide community

members more opportunities to present their concerns, learn more about the projects, and potentially influence the final applications. She said the public noticing and engagement item was aimed at evaluating and possibly enhancing some of those processes. She conveyed that the County wanted to ensure its engagement process was as effective and efficient as possible. She stated that because the prior two items were recommended for removal, she suggested moving the public noticing and engagement item up to number two on the priority list.

Ms. Mullin displayed the third of her *Status Updates* slides. She recalled that an equine businesses assessment and standards update was placed fifth on the priority list by the Board in the previous year. Based on the removal of two items from the list, she recommended moving equine businesses up to priority number three. She explained that the next item on the list, Warm Springs groundwater rights dedications, would be led by the County Engineering Division and would be completed separately. She added that County Planning staff would provide support and logistical assistance with that work, but because it could be completed separately and by another division, she recommended that it be removed from the priority list. She disclosed that the Engineering Division identified that efforts on that initiative would start in 2026. She said the last priority was dashboard indicators for measuring plan achievements, which she suggested scaling back and transitioning off the priority list. She indicated that there was information provided on the County's website that identified what was accomplished and projected towards the implementation of the Master Plan, but she recommended that, because of the complexity of the other items on the list and where the initiative was prioritized, it be removed. She advocated for a more advanced dashboard to be implemented over time as resources allowed.

Ms. Mullin reviewed her *New Topics for Prioritization* slide and said there was a new mandate from the 2025 Legislative Session that required counties and cities to include heat mitigation provisions in their master plans. She added that the heat mitigation plans were required to cover a certain series of topics, and that the mandate went into effect on July 1, 2026. Accordingly, she recommended prioritizing heat mitigation. She said the other two new topics shown on her slide were Commissioner requests. She described that dark skies was one of the highest-ranked and most talked about items by some community members who participated in the Master Plan update process. She surmised that there was significant community interest in that issue, and she recommended that the Board prioritize it. She explained that the agritourism item was a request from Commissioner Andriola, who wanted the Board to consider creating an agritourism ordinance. She described that agritourism included a broad range of activities, but generally, it meant bringing members of the public to a farm or ranch for educational, recreational, or retail purposes. She noted that the County already regulated some of those activities. Ms. Mullin showed her *Updated Recommended Priority Order* slide and summarized that it indicated the recommended priority order as outlined in her presentation. She said she was available for any questions.

Chair Hill asked if there were stop-gap measures in place to help individuals whose agritourism businesses were not addressed by current regulatory requirements.

Ms. Mullin advised that, if a particular use type was not clearly identified in the Washoe County Development Code (WCDC), the County referred to similar uses to inform guidance on permitting requirements for the proposed business. She disclosed that there were differences of opinion on the permitting process and whether people wanted to go through it to establish their business, but she was not aware of instances in which the County refused such requests of that type.

Chair Hill remarked that a Special Use Permit (SUP) was expensive and time-consuming, and she asked if there was an annual limit on the number of SUPs a property could obtain.

Ms. Mullin advised that, to her knowledge, there was not an annual SUP limit.

Chair Hill expressed her support for dark skies but acknowledged there were people who had struggled with agritourism regulation issues for years. She stated she was inclined to respond to those struggles by ranking agritourism as a higher priority. She said she wanted to hear from public commenters and other Board members.

Commissioner Garcia asked Ms. Mullin to provide an overview of the

public noticing initiative, including the status, the remaining work to be done, and the projected completion time.

Ms. Mullin responded that some processes were changed in 2022. She related that the vast majority of people seeking a discretionary permit with a public hearing were required to hold a neighborhood meeting prior to submitting the application, which allowed nearby residents who might be impacted to learn more about the project and provide input before the application was submitted. She said that process change was not yet codified, so one component of the public noticing initiative would be formalizing and codifying that new process, along with some other minor modifications. She reported that the initiative would also include a more thorough assessment of how the County's public noticing and engagement processes were working. She remarked that it was always a challenge to ensure that people interested in participating could do so. She wanted to make it as easy as possible for people to participate so the County could get representative samples of information from people with different perspectives, and she established that the public noticing project would further explore how to accomplish that.

Commissioner Andriola commented on the parallel challenges of prioritization and timing. She recalled having conversations about public noticing, and she thought that some processes could be enhanced, but she was unsure how that work might affect progress on other priorities. She stated that she brought the agritourism suggestion forward and added that she also recommended the dark skies initiative and others. She noted that there were agritourism provisions introduced to the Legislature, and although she did not advocate for the County simply adopting that language, she theorized that a lot of work had already been done. She mentioned an agritourism panel at a recent Nevada Association of Counties (NACO) conference that included representatives from the Lieutenant Governor's Office and the Nevada Department of Agriculture (NDA). She declared that her top priority was equine businesses, but she acknowledged the importance of other initiatives and perspectives. She observed that Countywide affordable housing initiatives were also legislatively driven, and there would be compliance mandates to consider. She supposed that while one thing was being worked on, even if it involved a lot of effort, other items could still progress. She asked about the scope and timeline for the remaining public noticing work and wondered what Ms. Mullin's predictions were regarding agritourism initiatives, considering the work and language that were already developed. She understood the challenge of establishing a firm timeline, but she said it was difficult for Commissioners to make decisions without insight into timing. She articulated that she wanted to do whatever she could to negotiate a way to move equine businesses up on the priority list because of the constituents who were directly impacted and awaiting improvements to those regulations. She shared that she had brought the item to the BCC and thanked her colleagues for moving it up from priority nine to priority five at the Strategic Planning meeting in 2024. She acknowledged that some work had been done, for which she thanked Ms. Mullin and the CSD staff. She noted the compliance requirements of Countywide affordable housing initiatives, but said that if it were possible to have a parallel top priority, hers would be equine businesses. After that, she thought agritourism should be next. She noted her uncertainty regarding how long heat mitigation, dark skies, or public noticing would take.

Chair Hill asked about the scope and timeline for completing the six identified priorities. She questioned whether they would be done at the end of 2026, even if everything went perfectly with staffing and execution. She understood there were people who needed prompt action from the County, and she wondered how long Ms. Mullin projected it would take to accomplish the six priorities identified.

Ms. Mullin expressed her appreciation to Chair Hill for understanding the potential challenges. She advised that the six items on the list represented another year's work. She elaborated that housing initiatives were underway, but there were still many months of work to do on them. She noted that the team was much closer to accomplishing those goals than it had been a year previously. She restated that there were two primary components of public noticing: codifying the changes made in 2022 and conducting further research. She explained that the process would be faster if the improvements were limited to codifying the changes, but additional efforts to explore effective community engagement could lengthen the process. She was unsure of the project's full scope, but anticipated significant community involvement. She echoed Commissioner Andriola's observation that much of the initial work on equine businesses was complete, but she predicted that a lot of work remained to refine language, work with the community, hold workshops, and modify plans. She summarized that there were many unknown factors, and she expressed appreciation for the question, the comments, and the concern about timing. She understood that it would be helpful to Commissioners to have timing estimates to inform their priority ranking, and she stated that she would endeavor to include time estimates in future planning sessions.

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Chair Hill suggested using something like a Gantt chart to represent the duration and progress of different projects. She mentioned that high-water and high-energy users were an additional area of concern in the community. She pointed out that data centers fit that description, but were not the only ones. She said there were zoning recommendations from community partners, and she shared that she wanted plans to address those industries to be added to the priority list. She held that the BCC needed to be aware of and address potential drains on natural resources.

Commissioner Clark remarked that all items on the list were important, and he was unsure how to assign them a rank order. He suggested that they should all be worked on simultaneously. He theorized that if a private industry had those six challenges, it would be able to resolve them in less than a year. He speculated that the community could be engaged to further the dark skies initiatives by being told to turn their lights off on specific days, similar to the Truckee Meadows Water Authority (TMWA) assigned-day watering schedules. He thought that could advance the initiative more quickly than the timeline Ms. Mullin outlined. He also thought public noticing could be resolved quickly. He observed that people had been waiting for years for equine businesses to be addressed, and he thought there should be a way to streamline the process. He supposed the initiatives could be more detailed than they looked, but, based on the headings, he did not think the projects should take as long as Ms. Mullin predicted. He agreed with Commissioner Andriola that establishing equine businesses should be the top priority, as the affected citizens had already waited years for an answer.

On the call for public comment, Ms. Katherine Yriarte introduced herself as a Washoe County resident, an advocate for the local equine community, and an equine business owner with first-hand experience with the current WCDC. She said it was a process that she had been diligently navigating for 26 months for an existing community-supported and State-licensed business. She remarked that over two years, countless hours, hundreds of emails, several meetings, and two hearings with the Board of Adjustment (BOA), she saw the possibility of a resolution. She acknowledged and thanked the County Planning Department for their tireless efforts, communication, and willingness to explore alternative approaches. She noted that Ms. Mullin, Planner Timothy Evans, and Planning Manager Trevor Lloyd demonstrated unparalleled dedication to customer service, and made what began as a highly distressing experience an opportunity to collaborate and acknowledge shortcomings in existing codes while creating practical resolutions that satisfied all parties and agencies involved. She described that horse professionals, trainers, boarding operators, riding instructors, and rural property owners faced unnecessary barriers for years under the current WCDC. She explained that the regulations were written decades ago, before the equine industry became the dynamic and vital part of Washoe County's economy that it had developed into. She stated that too many small, family-run horse operations were being forced to navigate a code structure that did not reflect the realities of rural businesses. She related that the current system classified all equine activities in a way that often made compliance confusing and expensive. She revealed that it was nearly impossible for legitimate local businesses to operate legally at times. She specified that she was not asking for special treatment; she was advocating for common-sense reform. She outlined that equine businesses provided jobs, preserved open space, supported youth programs like 4-H and Future Farmers of America (FFA), and strengthened Washoe County's economy and rural identity. She felt that everyone deserved a fair, clear, and updated WCDC that recognized the contributions of equine businesses and supported responsible land use. She asked the BCC to prioritize the amendment and modernization of the WCDC as it applied to equine and agricultural enterprises. She viewed it as a great opportunity to tie agritourism in and thought horse training could realistically be categorized as agrotourism. She asserted that equine businesses brought in commerce from other states. She recounted that people as far away as Georgia and Montana brought their horses to the County, and she surmised that equine businesses generated revenue from other states just by existing. She concluded that the issue had been studied and discussed, and action was overdue. She summarized that by streamlining outdated codes, the County could reduce barriers to business, protect property rights, and strengthen one of the County's most historic and community-centered industries. She stated her belief that a balanced approach that maintained neighborhood integrity and safety while supporting the growth and sustainability of local equine operations could be found through stakeholder meetings and community input. She advocated for making Washoe County a model for how local governments could work with people who sustained its rural and agricultural heart. She thanked the Board for their time, service, and consideration.

Ms. Trista Gomez commented that she attended an equine businesses' public input session months ago and understood that the matter had been under discussion for a long time. She agreed with

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Commissioners Clark and Andriola that resolution on the matter was overdue. She supposed that there were easy modifications that could be made

to the WCDC to make equine businesses viable and livable. She did not understand why the modifications had not yet been made. She discerned that agritourism was incredibly important and was similar to equine businesses in that it was a trade-like entity. She felt that both industries had been overregulated, and she observed that they helped children and families learn and provided services to the community. She thought it was important for young people to learn what healthy food was and how to have it. She shared that she had talked to some of the farms and stables, and nobody could understand why the codes and regulations were so extensive. She reasoned that there had to be a way to simplify the codes so educational and necessary equine and agricultural businesses could operate more easily. She said she had been advocating for better public noticing for years. She added that public commenters wondered if their input mattered. She recalled instances of witnessing people in distress about decisions the Commissioners made that the public was overwhelmingly against. She perceived that the Board sometimes proceeded with things despite public resistance and negative impacts on the day-to-day lives of constituents. She spoke about a young person she recently helped find housing. She described that one of the apartments he looked at was in a complex that had undergone changes and almost seemed predatory. She thought there should be a definition of affordable housing, and she remarked that more housing did not equate to more affordable housing.

Ms. Tammy Holt-Still spoke about the dark skies initiatives, which she contended were already included in regional plans for the area and did not need to be addressed separately by the BCC. She said lighting should be planned to conform to the existing dark skies regulations in the Master Plan. She recommended that the Commissioners focus on affordable housing, public noticing, and equine businesses.

Vice Chair Herman questioned the definition of equine business and recalled that people used to just own and train horses at their homes without the burden of excessive regulation. She wondered what the purpose of the rules was. She said she could understand the need for licensing if somebody had a large operation and collected enough income to justify having a business, but she contended that was different from someone who owned a small number of horses and gave a few riding lessons each month. She warned that there was an unnecessary amount of regulation that would make life miserable for people who were just starting out and doing something they loved. She thought it was too late to pursue the dark skies initiatives in the County because of the number of warehouses in Reno and Sparks with bright lights that could be seen from miles away. She did not know how that could be regulated, and she expressed her frustration with excessive regulation.

Chair Hill said she thought Vice Chair Herman raised good points. She commented that the County felt like they had to respond to complaints from residents of properties near equine businesses, but she understood Vice Chair Herman's perspective.

Commissioner Garcia commented that unincorporated Washoe County included areas from Verdi to Wadsworth and from Oregon all the way to Lake Tahoe. She liked that the priorities presented addressed the needs of the unincorporated parts of the County. She remarked that the Cities of Reno and Sparks looked at things from their

perspectives, and she felt that County Commissioners should align priorities with the constituents they served. She established that her top priority was Countywide affordable housing initiatives, and she did not think Commissioners should ever lose sight of the importance of that issue. She said they needed to continue to streamline development processes and prioritize housing supply and affordable housing options. She related that she often heard about the amount of work left to be done, and she was excited to learn about the infill projects and incentives for senior housing, which she projected would largely impact District 3. She supported keeping housing initiatives as the top priority for the foreseeable future. She reported that, in the spirit of working with her fellow Commissioners and listening to public comments, she wanted to put equine businesses as her second priority and agritourism as her third. She explained that she selected those as her top three because she believed they would all remove barriers. She discerned that there were people waiting for those barriers to be removed, and it was the responsibility of the Commissioners to get that done. She advocated for heat mitigation to be the fourth priority and expressed her concern about the serious public health impacts the region was facing related to Reno being the fastest-warming city in the Nation. She noted that Assembly Bill (AB) 96 would go into effect on July 1, 2026, and she encouraged the BCC to move heat mitigation up so they could get ahead of the legislative requirement. She thought heat mitigation would help

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all constituents regardless of age, and that it was important to focus on it. She commented on the high interest from the public about dark skies and shared that she often received phone calls from concerned constituents when there was new construction. She said Sun Valley had dark sky issues, and she wanted to respond to those concerns. She felt that public noticing was progressing as planned, and she supported codifying the changes made in 2022. However, she advised that she preferred staff to spend their time on the other identified priorities.

Commissioner Andriola pointed out that there were compliance considerations related to Countywide affordable housing initiatives. She restated her desire to have equine businesses as the second priority. She hoped that, given the existing framework for agritourism initiatives, the work would not take too long. She acknowledged the impact of AB96 on heat mitigation and reported her recent attendance at a conference hosted by the Desert Research Institute (DRI). She shared that the conference included a panel session about AB96 compliance, which she believed Chair Hill attended. She felt that the dark skies initiatives needed to be clarified. She listed her priorities as Countywide affordable housing initiatives, equine businesses, agritourism, heat mitigation, dark skies, and public noticing. She advocated for a visual model of progress on the initiatives, such as a Gantt chart. She reasoned that it would be beneficial because some things might finish earlier than others, and a visual representation would help the Commissioners understand how to stagger the work and know when things were completed. She thought there might be an opportunity to accommodate public noticing work, depending on the availability of staff. She stated for the record that she really wanted equine businesses as her top priority, and she thought the County was close to making meaningful progress on that work.

Commissioner Clark recommended involving constituents in dark skies initiatives. He suggested having public service announcements to encourage those who support dark skies to turn off all the lights outside their property before 10:00 p.m., and he

reasoned that people should want to have dark skies for both practical and aesthetic reasons. He pointed out that power bills would be lower. He understood that there were large warehouses that operated continually, but he supposed that those were far enough away from residential areas that they would not affect neighbors. He discerned that there were ways to effect change without having to create regulations at the governmental level. He voiced his agreement with Vice Chair Herman's observations regarding horse businesses being hobbies in many cases. He expressed his concern about a lack of County staff representation from horse owners who understood the culture, which he suggested addressing through a Citizen Advisory Board (CAB) for horse businesses. He noted that there were many horse businesses in his district and opined that the County should have moved more quickly to address outdated codes and restrictions. He recalled the public commenter who reported waiting for 26 months, and he questioned who had that kind of endurance. He reasoned that when someone wanted to start a business, they wanted to do so immediately, rather than waiting two to five years. He concluded that many things could move more quickly than they did in the County.

Chair Hill believed she had heard a consensus with the Board on the priorities. She relayed that the Board agreed about keeping Countywide affordable housing as the top priority, followed by equine businesses, agritourism, heat mitigation, dark skies, and public noticing. She wondered if there was a correlation between warehouses and rising heat in cities, and she expressed her support for staff efforts to investigate potential related regulations, either as part of the heat mitigation work or as an additional priority. She asked if her recollection of the priorities was correct.

On motion by Commissioner Andriola, seconded by Commissioner Garcia, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 12 be directed and the priority order of actions be modified.

25-0757 AGENDA ITEM 17 Introduction and first reading of an ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 to adopt a development agreement between Washoe County and Lifestyle Homes TND, LLC, to extend the deadline for recording the initial final map for Silver Hills, a residential subdivision (Tentative Subdivision Map Case No. WTM21-006), to August 24, 2029. The project is located on the east side of Red Rock Road, north of Longhorn Drive. The project encompasses a total of approximately 308.6 acres, and the total number of residential lots allowed by the approved tentative map is 358 lots. The parcel is located within the North Valleys Planning Area and Washoe County Commission District No. 5. (APN: 087-390-10).

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And, if approved, schedule a second reading, public hearing, and possible adoption of the ordinance for November 18, 2025, and authorize the Chair to execute the Development Agreement. Community Services. (Commission District 5.)

County Clerk Jan Galassini read the title for Bill No. 1939.

On the call for public comment, Ms. Tammy Holt-Still provided a document, copies of which were distributed to the Board and placed on file with the Clerk. She indicated that her document contained the same information that the Planning Commission provided to the Board in 2021. She stated that the project did not align with the Master Plan and that the sewer facility lacked the capability to maintain the project. She speculated that the project would create overdevelopment because there were too many homes per acre. She asserted that Agenda Item 17 should be denied because she believed there was no reason to continue approving similar developments. She explained that Reno was experiencing a significant increase in heat, and the County approved development that would exacerbate the heat from asphalt and buildings. She felt that there was too much development in the Lemmon Valley and Stead area, an increased risk of flooding, and that Swan Lake was contaminated. She urged the Board of County Commissioners (BCC) to deny Agenda Item 17.

Commissioner Andriola asked Chief Deputy District Attorney (CDDA) Michael Large to clarify the Board's legal responsibility and legal framework regarding Agenda Item 17. CDDA Large indicated that planners were available to speak if necessary; however, Agenda Item 17 was a first reading, pursuant to Nevada Revised Statutes (NRS) and the Washoe County Code (WCC), for an extension of the previously approved development agreement. He noted that, if approved, the next hearing would be held to determine whether to extend the development agreement for four years, contingent upon findings within the WCC.

Commissioner Andriola said she believed that the clarification was essential to understanding the legal responsibility to act within the purview of which the Board made its decisions. She noted that if the extension were approved, it would be extended to 2029. CDDA Large reported that WCC required the Board to be in compliance with the Master Plan within the next hearing.

Bill No. 1939 was introduced by Commissioner Garcia, and legal notice for final action of adoption was directed.

25-0758 AGENDA ITEM 18 Introduction and first reading of an ordinance amending the Washoe County Code by repealing Chapter 11 (Alternative Sentencing) and by retaining, modifying and relocating a provision authorizing the Board of County Commissioners to adopt a fee schedule for the cost of supervision of probationers and supervised releasees, and providing for imposition and waiver of those fees; and all matters necessarily connected therewith and properly relating thereto. And if supported, set a public hearing for the second reading and possible adoption of the ordinance on November 18, 2025. Manager. (All Commission Districts).

County Clerk Jan Galassini read the title for Bill No. 1940.

Chief Financial Officer (CFO) Abbe Yacoben conducted a PowerPoint presentation and reviewed slides with the following titles: Repealing WCC Chapter 11; Agenda – Repeal Chapter 11 of Washoe County Code; How did we get here?; What is our goal? Maintain or enhance service levels; What are the proposed operational changes? (4 Areas of Operation); What are the known proposed savings?; What is happening now and next steps? (two slides); Thank you & Questions?

Ms. Yacoben observed that Chair Hill was not at the dais and asked if she should wait to begin her presentation. Chief Deputy District Attorney (CDDA) Michael Large advised that because a quorum was present, she should proceed. Ms. Yacoben outlined that her presentation would provide an overview to accompany the first reading of an ordinance to repeal Washoe County Code (WCC) Chapter 11. She showed her *Agenda – Repeal Chapter 11 of Washoe County Code* slide and specified that WCC Chapter 11 created the Department of Alternative Sentencing (DAS). She said she would address the events that led to the proposed WCC amendments and outline the goals for the project and initiative. She recalled receiving questions about what the new service delivery model would entail, and she advised that she included that information in her presentation, even though it was not exactly what the Agenda Item 18 vote would be on. She commented that Commissioners had great questions in the past that she wanted to address. She revealed that there would be

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some minor savings associated with repealing WCC Chapter 11, but she noted that she would not have exact figures until the plan was fully developed and implemented. She described that her team wanted to wait until the vote on the first reading, then develop plans more fully and bring back more information on November 18. She conveyed that they would prepare more details for the November 18 meeting if there were an affirmative vote in the meeting that day. She explained that there would be a number of procedural steps that would occur between November 18 and December 31, 2025, if the vote were affirmative during both meetings.

Ms. Yacoben reviewed her *How did we get here?* slide. She explained that County staff was always thinking about how they could do things differently and better. She described that some of the ideas generated were great and the team pursued them, whereas other ideas did not advance past the discussion stage. She disclosed that as the DAS chief departed, her team started thinking about whether it would be possible to spread DAS functions to different areas of the County in ways that would create economies of scale and enhance customer experience. She advised that her presentation would include more details about those ideas. She informed that small departments often lacked the administrative support they needed to be fully self-sufficient, including financial reporting and comparisons of budgeted costs to actual expenditures. She added that, from the Human Resources (HR) perspective, policy development and compliance could be challenging for smaller departments. Her team determined that they needed to take action to address the problems and began discussing what to do.

Ms. Yacoben showed her slide entitled *What is our goal? Maintain or enhance service levels* and outlined the goals of the new model. She shared that, prior to the Second Judicial District Court (SJDC) moving to a different drug testing entity, there were two or three different drug testing agencies, which varied depending on the court

involved. She noted that there were formerly two entities doing pretrial services, and the County wanted to consolidate pretrial services under one agency to improve consistency and reduce confusion for customers who were unsure where to go for services. She reported that pretrial services staff planned to create a new team to support the Sequential Intercept Model (SIM), which she indicated was crucial for the mission to keep people in the workforce, functioning in society, and out of jail. She explained that the SJDC received a number of responses to their Request for Proposals (RFP) and selected a vendor with trauma-informed staff. She communicated that, as part of her work with the DAS restructuring, she learned that sometimes people in the criminal justice system were victims themselves and found the invasiveness of drug testing challenging. She conveyed that the staff of the new drug testing team had Nationwide experience and were sensitive in their approach. She stated that there would be less confusion with drug testing because all customers would be going to one place. She mentioned the added benefit of risk reduction for the County. She elaborated that anytime risk could be moved to a different entity or a willing private sector contractor, the County preferred to do that. She revealed that funding was no longer available for personnel for the Support in Treatment, Accountability, and Recovery (STAR) program, but the County aimed to continue the program in different departments in an alternative way. She acknowledged that there could be challenges, but she said the County was committed to continuing the STAR housing program even without the personnel funding. She theorized that when small groups of County staff joined larger departments, there were more training, growth, and development opportunities. She admitted that smaller divisions did not always get the same level of training and support as larger agencies and did not always know to ask for it. She informed that one of the intentions of the restructure was to offer more staff support and development opportunities. She noted that there were likely to be minor budgetary savings, and advised that, if there was an affirmative vote for the item, she would have more detailed information on projected savings to bring to the Board on November 18.

Ms. Yacoben displayed her *What are the proposed operational changes? (4 Areas of Operation)* slide. She reported that as the SJDC conducted its RFP, it learned that there were successful drug testing vendors. She explained that DAS staff would no longer conduct drug tests, and because that function was going away, four people formerly in that area would go to different departments. She disclosed that those individuals had successful interviews, and she applauded the proactive work HR did on a weekly basis to help those staff members move into other positions. She acknowledged the value the Board placed on not laying off County staff. She shared that as the SJDC began working with the drug testing company, Averhealth, other County departments, such as the Human Services Agency (HSA) and Juvenile Services, were also joining. She said the goal for those adjustments was December 1 because those employees had been so successful in securing other employment within the County. She described that there were currently four positions in pretrial services that were all proposed to go to the SJDC. All pretrial services would be provided by the SJDC; however, she noted that just because an individual reported to someone at the SJDC did not mean they would

be unaware of the operations, needs, and caseloads of other courts. She described that there would be a cross-functional effort to handle caseloads as appropriate, and people might work with teams that differed from their reporting structure or physical location. She pointed out that the architects of the plan

outlined in Agenda Item 18 were a cross-functional team. Ms. Yacoben communicated that post-sentence monitoring included support from caseworkers and law enforcement. She divulged that those positions were proposed to go to the Washoe County Sheriff's Office (WCSO), where individuals could continue to collaborate with their current caseworkers. She noted that it was a high priority to keep service levels the same throughout the reorganization and not overburden any particular department with the change. She shared that a desire for more casework help in the justice courts was revealed during conversations about restructuring. She related that the Sparks Justice Court (SJC) had a vacancy and repurposed the position in response to the opportunities generated by the proposed DAS restructure. She said that if there was an affirmative vote that day and on November 18, the BCC would be presented with a staff report for the December 16 meeting to reclass the SJC position. She added that there was a new position being proposed for the Reno Justice Court (RJC) to ensure a smooth transition and help address the needs they expressed. She clarified that those positions would not exclude work with pretrial services or on any specialty court cases; she had simply listed them under post-sentence monitoring, but the courts could determine how to utilize those positions. She specified that there were four positions associated with the STAR Housing Program. She reported that there was a vacancy, people moved to other departments, and the County was doing its best to rehome everyone and minimize budgetary impact. She stated that STAR operations staff members would move to the HSA, the Office of the County Manager (OCM), and the WCSO, depending on whether their function was law enforcement, case management, counseling, or peer support.

Ms. Yacoben showed her *What are the known proposed savings?* slide and admitted that she was hesitant to commit to concrete numbers because work with stakeholders was not yet complete, and fiscal projections could change in the coming days. She explained the change in savings in the chief salary and benefits budget projection, which she pointed out was lower in Fiscal Year (FY) 2027 than FY 2026. She acknowledged that it did not make intuitive sense, but she disclosed that there was an incumbent in that position when they budgeted for FY 2026. She stated that the policy, as outlined in the post-classification and compensation study, stipulated that employees start at the base of the salary range, which for the position in question was \$202,834. She informed that there was a 6-month notification process for the building lease, after which savings would increase significantly. She mentioned that there were some savings projected for utilities and janitorial services, but she noted the savings would be minimal in the first year. She advised that moving costs would reduce the savings and should be kept in mind. She offered to present more detailed projections to the Board on November 18 if the item moved forward. Ms. Yacoben described her projections for cost avoidance and outlined that there were three consecutive years of budget overages. She said that overages increased significantly between the first and second year, then leveled off at around \$375,000. She added that there would be no need for a DAS-specific HR or finance staff member moving forward, which would represent a cost avoidance of one or two positions. She said those savings would be reflected in the proposed budget if the restructure moved forward.

Ms. Yacoben showed the first of her *What is happening now and next steps?* slides and said her team was working with the DAS, the WCSO, the courts, HSA, and other stakeholders to discuss operational needs. She disclosed that they had already conducted multiple meetings and she knew that, for example, the WCSO met weekly with their new staff members to coordinate field visits and ensure they were welcomed on their new teams. She shared that they were also working towards some data exchange to ensure everyone had full caseload information, including which courts people were with and what type of supervision and case support were needed. She predicted that there would be additional changes as more information was learned about individual cases. She spoke about timelines for departments to transition their drug testing to Averhealth. She believed the SJDC was transitioning, starting on November 1, and she conveyed that other departments and entities were also beginning to join in for the transition in December. She restated that DAS employees were successful in securing other positions, which advanced the original December 31 projection. She established that the County would monitor the performance of the new vendor to ensure that the courts, law enforcement, and vulnerable persons were properly served by the drug testing company.

Ms. Yacoben showed the second of her *What is happening now and next steps?* slides. She said if there was an affirmative vote on the item that day, a second reading would be held on November 18, and the building lease would be terminated quickly thereafter on November 19. She reported that she had already been working with the District Attorney's (DA) Office on the lease termination. She restated that the timeline for the

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joinder with Averhealth by December 1 would allow those services to be transitioned. She advised that if there was an affirmative vote on December 16, her team would bring a very large staff report to the Board detailing all the budgetary and staffing moves. She shared that the staff report would include the SJC reclassification and the RJC new positions that she mentioned earlier. She specified that the changes would not be net-zero. She outlined that the transition would occur in the latter half of December and departments would continue to meet, move data back and forth, refine operations, and work to fully understand how to best address all caseloads and ensure a smooth transition. She disclosed that her team developed strategies to ensure everything worked and no stakeholder issues arose that could not be quickly figured out. She said the transition team planned to meet 30 days after the transition, which was early February. She communicated that the first meeting was already scheduled for February 4 with a follow-up planned for 60 days after that. She stated that plans were in place to continue meeting regularly for the first year in the hopes of maximizing communications on the SIM, maintaining existing services, and keeping people out of jail. She offered to answer any questions the Commissioners had.

CDDA Large noted that he invited SJDC Pretrial Services Program Manager Angelina Wencke to present due to Commissioner Clark's desire to have subject matter experts provide input. He believed that the Board should listen to the staff and thought that Ms. Wilke could give an accurate description of day-to-day work, goals, and future visions.

Ms. Wencke noted that she had been an employee of the SJDC for 10 years and had been a part of the legal community for 17 years. She explained that all staff members were certified through the National Association of Pretrial Services Agency (NAPSA) and that she worked with NAPSA on a leadership level for Pretrial Services. She mentioned that NAPSA would visit Reno in 2026. She stated that Pretrial Services consisted of an assessment team and a supervision team. She described that when someone entered the Washoe County Jail, there was no uniform bail schedule, and the individual was seen by Pretrial Services to undergo a Nevada Pretrial Risk Assessment. She reported that the risk assessment determined the individual's risk of fleeing and reoffending. She stated that Pretrial Services personnel were present during interview assessments to obtain necessary contact information and call the defendant's references. She expressed that Pretrial Services worked 24 hours a day, every day of the year, to ensure proper risk assessment for every court in the area. She mentioned that a criminal history review was conducted as part of the assessment and that Pretrial Services had the capability to determine if an individual should be released prior to their judicial review. She said that each court worked from the same matrix, except the RJC. She said her team was able to take the *if-then analysis* for up to Category B felonies and appropriate the analysis to determine if someone was able to be released prior to judicial review. She noted the Sheriff was concerned about the intake lobby times, and she acknowledged that her team worked with the WCSO to keep the times at around five hours. She explained that when a person came in, the team would see them and make a determination. She noted that occasionally, a person who was low risk and met the matrix criteria would be allowed to leave with a release acknowledgement. She explained that release acknowledgements listed the expectations that Pretrial Services had for a person. She noted that Pretrial Services wanted to ensure the community's safety. She said the two pillars of Pretrial Services were for a person not to get rearrested and for them to show up in court.

Ms. Wencke explained that her team would help facilitate bail, and once it was set, they would put together the packages, which would include the pretrial risk assessment and the Pretrial Services report. Her team would then assess for a public defender and an affidavit for the appointment of counsel. She said Pretrial Services conducted bail reviews for all courts every day of the year. She noted that the Pretrial Services supervision team conducted a resource assessment, which enabled the team to determine whether the individual qualified for resources such as Supplemental Nutrition Assistance Program (SNAP) benefits or work eligibility. She mentioned that the Pretrial Services team collaborated with the Public Defender's Office (PDO) and the DA's Office to ensure that individuals met requirements and completed the correct processes. She explained that Pretrial Services organized compliance reports, which allowed for the process to be the least restrictive and individualized. She believed Pretrial Services could meet all of Washoe County's needs, as it had with the jail.

Commissioner Andriola asked Ms. Mencke to explain the RJC's matrix and how it was different. Ms. Wencke said that the RJC elected a different set of circumstances for her team to comply with. She noted that it would be preferable if all the courts worked within the same policies; however, her team was happy to comply with different criteria. She said her team understood that judges had the right to do different things. Commissioner

Andriola asked if Pretrial Services was still following the matrix set by the RJC. Ms. Mencke recalled that the team had followed the RJC's matrix for years and would continue to do so. Commissioner Andriola inquired about the differences in the process under the new plan. Ms. Wencke mentioned that some judges preferred to include individualized and least restrictive supervision conditions, and once the individual was released from jail, the Pretrial Services team would supervise the defendant as individually ordered by the RJC judges. She explained that defendants could be confused when going through the process; however, her team enjoyed the opportunity to discuss any questions the defendant may have to ensure clarity. Commissioner Andriola inquired whether the judge's preference would be followed by the Pretrial Services team. Ms. Wencke confirmed that the team would comply with judges' preferences.

On the call for public comment, Judge Kendra Bertschy explained that NAPSA recommended that every jurisdiction establish a dedicated pretrial service agency. She noted that the RJC wished to work with the Board to ensure that the core mission of the DAS continued to improve lives by providing accountability, opportunities to succeed, and enhancement of community safety. She expressed that the RJC had concerns with the current proposed model because it did not align with NAPSA standards or structures compared to similar Nevada courts. She mentioned that the RJC relied on the DAS for many critical services, including supervising high-risk individuals during pending cases and providing post-conviction support. She believed that the DAS was a vital partner to the therapeutic courts. She asserted that Sober 24 and the STAR program were evidence-based initiatives that provided a reduction in recidivism, enhanced public safety, and saved taxpayer money. She asserted that the programs fit within the SIM that the Board adopted. She reported that, according to the Administrative Office of the Courts (AOC), the total number of criminal cases for the Wadsworth Township Justice Court was 83, 195 for the Incline Village Crystal Bay Justice Court, 2,490 for the SJC, 2,823 for the SJDC, and 4,971 for the RJC for the 2024 fiscal year (FY). She explained that the proposed plan raised concerns about maintaining best practices for supervising safety for high-risk individuals within the community. She recalled that the RJC had served as a pilot project for innovative services such as the Driving Under the Influence (DUI) Risk and Needs Tools (RANT), Sober24, and other therapeutic courts. She expressed concern that the programs would be affected by the new plan and hoped the court's ability to serve the community would not be disrupted. She thanked interim County Manager (ICM) Kate Thomas, the Board, and partnering agencies for their continued collaboration.

Mr. Mark Wickman noted that the DAS worked for the justice courts, provided sentencing supervision for misdemeanors, and performed pretrial supervision. He explained that the RJC and the SJDC were different. He stated that there were three years of financial mismanagement at the DAS that were brought to the attention of the Board on an annual basis. He expressed concern regarding training and lateral movement, as he indicated that the DAS had been told that if they wanted to continue with the County, they should apply for open positions. He explained that the DAS was a small department with minimal officers who supervised in the field to ensure compliance in a timely manner, whereas the pretrial services were in-house. He believed that the new plan was a step backwards in progress, and he thought that there would be a lack of efficiency.

Chair Hill shared that she and Commissioner Clark had recently attended a productive meeting where the involved agencies discussed issues surrounding the justice system. She felt that it was beneficial to have representatives from the different courts, the WCSO, and the DAS staff present. She believed that following those discussions, both the RJC and the DAS staff expressed concerns about proceeding with the new program. She said that she was encouraged that, if the item passed, it would not be effective until January 2026. She suggested to ICM Thomas that if the details regarding pretrial services were not finalized, the deadline could be extended to February, given that the holiday season would make it difficult to work through the remaining issues. She said that she requested Ms. Yacoben to schedule all necessary meetings with the DAS team so that discussions could begin to address the outstanding issues. She felt that an agreement could be reached that would benefit everyone, including implementing a drug testing process that would relieve some staff members from that responsibility. She suggested that the absence of the DAS chief had resulted in staff members not being supervised. She felt that the transition could benefit customers by providing individuals in the justice system with a clearer understanding of their next steps and where to go. She said that she would support any efforts to streamline the process and believed that the new approach would align with the SIM. She acknowledged the importance of considering the concerns of the RJC after speaking with judicial staff. She stated that she supported a first reading but emphasized that the Board should listen to its partners to create a successful program and address any additional issues that may arise. She noted her confidence in a professional and diverse team from different departments that could work together. She requested, if the item

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were approved, that regular status updates be provided to the BCC so that adjustments could be made as needed.

Vice Chair Herman said that she would continue to review the information presented and make her decision once she had obtained additional information before the second reading.

Commissioner Garcia acknowledged that many dedicated individuals worked tirelessly to serve the most vulnerable population within the judicial system. She expressed appreciation for the time, energy, and effort required to engage in difficult conversations. She noted uncertainty about the outcome of the next election and emphasized the importance of making decisions that supported the long-term vision and goals, recognizing that, although a strong Sheriff was in office, circumstances could always change. She felt that with those changes, there could be shifts in culture and leadership styles, whether from a new Commissioner or a new Sheriff. She believed that, from an operational standpoint, the Board aimed to find ways to improve efficiency and service quality, even though such decisions could be challenging. She appreciated hearing the discussions as she had not attended some meetings and acknowledged the difficulty of navigating differing opinions. She observed that many individuals had invested significant time and dedication to their work, and it was important that their legacy be carried on. She remarked that the process had been challenging and expressed hope that communication would continue. She asked Ms. Yacoben when the Board could expect additional updates, whether 30- and 60-day transition meetings would be held, and what the process would be beyond the 60-day mark.

Ms. Yacoben explained that the meetings had already been scheduled. She added that one meeting was scheduled for February 4, 2026, which was 30 days after the effective date of January 1, 2026. Another meeting would be scheduled 60 days thereafter for the first year, with the understanding that additional meetings could be scheduled more frequently if needed. She noted that the intent was for those conversations to occur naturally over time. Commissioner Garcia inquired whether there were any requested operational changes and whether those would be presented to the BCC or addressed internally.

Ms. Yacoben explained that internal discussions had been ongoing to address any concerns. She said that the team worked collaboratively to resolve many issues during their biweekly internal meetings. She added that if an unexpected issue arose outside of the 30- and 60-day periods, the team would reconvene immediately. She indicated that, if affirmative votes were received at both the current meeting and the meeting on November 18, 2025, the Board would vote to eliminate that portion of the Code. She added that change would ensure minor changes would no longer require Board approval unless they involved a budgetary increase, personnel change, or anything that only the Board had authority over. Commissioner Garcia stated that communication would be key to how the program would be presented and noted that the success of the communication would determine the success of the transition. Ms. Yacoben stated that she agreed.

CDDA Large interjected that the ongoing meetings referenced by Ms. Yacoben were intended to develop a comprehensive plan and noted that additional meetings would be scheduled in the future. He clarified that the Board's vote pertained to the introduction of the first reading. He explained that the ordinance submitted and posted had been slightly modified by the DA's Office and had been circulated to the Board. He stated that the purpose of the ordinance was to eliminate Chapter 11 of the WCC and update Chapter 50 with the fee schedule currently located in Chapter 11. He mentioned that he would be working with stakeholders, which included Public Defender Evelyn Grosenick, and the courts to establish a fee schedule that was reasonable and compliant with applicable laws. He shared that there could be minor modifications to the ordinance prior to the second reading.

Commissioner Andriola reiterated the difficulty with the approaching holidays and accommodating a 30- and 60-day plan, emphasizing the importance of clear communication among all parties. She indicated that Bertschy had raised some concerns about moving forward with the model. She disclosed that she had met with Sheriff Darin Balaam, Judge Pierre Hascheff, and Judge Scott Pearson. She believed that everyone wanted the best outcome, and creating a clear process would reduce confusion for individuals so they would not be penalized for not understanding pretrial services requirements. She voiced hesitation about having the new ordinance take effect on January 1, 2026, and asked CDDA Large for clarification while acknowledging that the current item was a first reading and not the finalized process. She inquired whether additional time would be available to make changes and potentially extend the January 1, 2026, deadline, prior to the second reading.

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CDDA Large said that the Board could modify the effective date. He explained that the timeline presented was critical to allow sufficient time to transfer employees and ensure that services would not lapse. He stated that the purpose of the timeline was to allow for initial changes to be implemented, with the understanding that the process could be revised later if any deficiencies were identified. He mentioned that the additional meetings were intended to provide opportunities to discuss potential changes.

Commissioner Andriola acknowledged that accomplishing so much within a two-month period, particularly during the holidays, would be challenging. She emphasized the importance of involving all parties and considering their diverse opinions to develop a successful solution. She hoped that everyone would recognize the need for compromise in creating a process that benefited everyone. She stated that ongoing communication with the Board regarding updates would be crucial. She thanked ICM Thomas for her commitment to keeping the Board informed on specific topics, which had proven to be effective, and asked that communication continue. She thought that understanding the justice court's needs and obtaining their input would be helpful, given their long history with the DAS and various programs. She felt that no one wanted to eliminate processes that had been effective in the past, and she suggested reviewing the finalized plan as it developed. She added that everyone involved needed to be committed to active and engaged discussions. Ms. Yacoben said that ICM Thomas could expect to receive a memorandum that outlined high-level changes, so that new information could be shared with the Board during weekly discussions. Commissioner Andriola thanked Judge Bertschy for attending the meeting. She mentioned that after speaking with the Public Defender and others, it became apparent that effective communication was crucial to developing a mutual agreement that would work for everyone. She thanked the staff for their efforts in navigating a difficult situation.

Commissioner Clark said that he had the opportunity to attend a recent meeting with subject matter experts, including representatives from the judicial staff, the DA, the Public Defender, the Sheriff, and court administrators. He said it was important to hear from those individuals before voting on a permanent measure and stated that he had not heard any unreasonable requests from those in attendance. He commended ICM Thomas for organizing a plan and thought that the issues raised should be addressed by the subject matter experts. He added that the staff who dealt with those issues on a daily basis would be best suited to develop the plan. He felt that the financial aspect was secondary to having an efficient process. He questioned why the problems had not been brought to anyone's attention earlier and suggested that the issues may have persisted otherwise. He believed that former County Manager Eric Brown should have addressed the issues with the DAS and questioned why law enforcement staff had not inquired about ongoing issues. He stated that the DAS supervisor could have been replaced and business could have continued, but that was no longer an option. He added that Washoe County had the dubious distinction of having the federal government close a County department, which he believed was unprecedented. He stated that the problem needed to be addressed now that it had been brought to the Board's attention. He thought that since the Board were not experts, it was important to engage those who were. He said that his concerns were not with those who had been arrested. He felt that it was essential for the individuals who provided the services

to establish a process that worked effectively for them, rather than continuing with the way pretrial services had operated previously, which was not an option. He trusted that the subject matter experts could fix what had been broken and wanted to let them mold the new organization to what would work best. He explained that the Board would vote on the new process but would not be part of the daily operation. He hoped that once an efficient process was established, there would be no further issues.

Chair Hill thought the Board had agreed on how to proceed but emphasized the importance of working with the RJC to address the concerns of its staff. She felt that determining staff reassignments was a management issue and that, once the ordinance was finalized, the Board should not be involved in the daily operations. She emphasized that it was crucial for those affected by any changes to work together. She recalled a comment from former Commissioner Kitty Jung, who stated that changes could always be made when making difficult decisions that were not final. She mentioned that there were occasions when processes required revisions over time. She believed that considerable consideration had been given to the item, and she thanked the staff for their time and effort. She thought that it was the Office of the County Manager's (OCM) job to get people together to collaborate. She thanked Ms. Yacoben for her work and acknowledged that she had brought people together, served as the arbiter, and offered support to everyone.

Bill No. 1940 was introduced by Chair Hill, and legal notice for final action of adoption was directed.

25-0759 AGENDA ITEM 19 Public Comment.

Ms. Trista Gomez indicated that she understood that staff were invested in their work and sometimes found it difficult to accept change. She mentioned her previous social work experience and acknowledged that the system was hard for people to navigate. She believed consolidating duplicative services was a good decision. She relayed that since she started her campaign for Commissioner, individuals had asked her what kind of work the Board performed. She noted that the Board did not vote on federal-level issues, and communicating the exact function of the Board was difficult. She explained that she attended many of the meetings, and those that she did not attend, she listened to online. She explained that the one thing she heard consistently from the public was that the Commissioners did not listen to them. She believed that the County was in a bad financial position, and the reason she started paying attention to the Board was that her quality of life was being impacted by the decisions made by the BCC. She felt that interim County Manager (ICM) Kate Thomas would be appointed as County Manager and that many of the decisions made by the Board were made before meetings took place. She wondered why the Board would hire ICM Thomas when it was aware of the past outcomes.

25-0760 AGENDA ITEM 20 Announcements/Reports.

There were no announcements or reports.

* * * * *

2:40 p.m. There being no further business to discuss, the meeting was adjourned without objection.

ATTEST:

ALEXIS HILL, Chair

Washoe County Commission

JANIS GALASSINI, County Clerk and Clerk of the Board of County Commissioners

Minutes Prepared by:

Lizzie Tietjen, Deputy County Clerk Jessica Melka, Deputy County Clerk Heather Gage, Deputy County Clerk Brooke Koerner, Deputy County Clerk

WCASOA (Complainant)

**Response in Opposition and Objection to Supplemental
Motion to Dismiss for Mootess**

FILED
January 20, 2026
State of Nevada
E.M.R.B.
4:16 p.m.

1 Ronald J. Dreher
2 NV Bar No. 15726
3 DREHER LAW
4 P.O. Box 6494
5 Reno, NV 89513
6 Telephone: (775) 846-9804
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8 *Attorney for Complainant*

9
10 **BEFORE THE STATE OF NEVADA**

11 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

12 **WASHOE COUNTY ALTERNATIVE**
13 **SENTENCING OFFICERS**
14 **ASSOCIATION,**

Case No.: 2025-021

15 **Complainant,**

Panel:

16 **vs.**

17 **WASHOE COUNTY,**

18 **Respondent.**

19 **RESPONSE IN OPPOSITION AND OBJECTION TO SUPPLEMENTAL MOTION**
20 **TO DISMISS FOR MOOTNES**

21 **COMES NOW,** Complainant Washoe County Alternative Sentencing Officers
22 Association, by and through its undersigned attorney, hereby files its Response in Opposition
23 and Objection to the Supplemental Motion to Dismiss for Mootness that the Respondent
24 Washoe County improperly filed on January 16, 2026. This Opposition and Objection are
25 based on the following memorandum of points and authorities, the pleadings and papers on
26 file herein and any other material the Board chooses to consider.

27 **///**

1 and that the WCASOA could not possibly have the requisite 14 days to file a response before
2 this matter is to be heard, also violating NAC 288.240(4). Moreover, there is no authorization
3 in any of this Board's statutes or administrative codes that permits a party to file a
4 supplemental motion to dismiss after a motion has been filed, while another motion is
5 pending, and without the Board's permission. The WCASOA vehemently objects to the
6 County's filing of this Supplemental Motion as it is now forced to file a response with very
7 minimal time or face the possibility that the Supplemental Motion will be considered without
8 a response. This is wholly improper, and the County's Supplemental Motion must be
9 disregarded in its entirety.
10

11 **B. The Appointment of the Sheriff as the Chief is Illegal and is a Unilateral**
12 **Change to the collective bargaining agreements.**

13 NRS 211A.100 defines the qualifications for a the Chief of the Department of
14 Alternative Sentencing and mandates that the Chief :
15

- 16 1. Must be appointed by the action of a majority of the governing body.
- 17 2. Must have at least 5 years of experience, with an increasing level of responsibility, in
18 the field of law enforcement, corrections or supervision of persons on probation, parole or
19 pretrial or presentence release.
- 20 3. Is in the unclassified service of the county.

21 In addition, the County asked the Attorney General for an advisory opinion in 2003
22 regarding the question of whether the Sheriff may be the Chief of the Department of
23 Alternative Sentencing. **Exhibit 1.** In this advisory opinion, the AG clearly and unequivocally
24 found that the Sheriff could not be consolidated with the position of the Chief as this would
25 violate the common law rule against holding incompatible offices. **Id.**
26
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1 In this matter, the County would have the Board accept that the Sheriff has been
2 appointed Chief of the WCASOA covered members because he was appointed by the County
3 Manager. This is an illegal exercise of power by the County Manager as NRS 211A.100(1)
4 requires the Chief be appointed by a majority of the governing body, not the County Manager.
5 Moreover, the Sheriff is not a member of the "unclassified service" as this is defined in
6 County policy as 5.0655 as having the same meaning of an "Unclassified employees."
7 **Exhibit 2.** However, an unclassified employee "shall serve at the pleasure of the appointing
8 authority and are not entitled to the rights, privileges or provisions of the classified service"
9 and this cannot possibly include the Sheriff as he is elected by the voters of Washoe County,
10 and does not serve at the pleasure of the Board of County Commissioners. Id.¹

13 In addition, the collective bargaining agreements ("CBA") that was negotiated between
14 the parties included that the WCASOA members would remain Alternative Sentencing
15 Officers and not deputies of the Washoe County Sheriff's Office. The CBAs were negotiated
16 under NRS 211A, with a Chief appointed under these statutes, and the County does not have
17 the unilateral right to renegotiate and change the terms and conditions of the CBA without
18 negotiations. Yet, that is exactly what they are attempting to do here. Were an employer able
19 to simply policy around the terms of the CBAs, there would be absolutely no meaning to a
20 CBA, and the courts have found that this is prohibited. See Fenson v. State Dept. of Wildlife,
21 110 Nev. 934, 937, 877 P.2d 1059, 1061 (1994) (The courts interpret contracts "based upon
22 the plain meaning of their language."); see also Musser v. Bank of Am., 114 Nev. 945, 949,
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26

27 ¹ NRS 248.010(1) defines that "Sheriffs must be elected by the qualified electors of their
28 respective counties."

1 964 P.2d 51, 54 (1998). (“[E]very word must be given effect if at all possible. . . . A court
2 should not interpret a contract so as to make meaningless its provisions.”).

3 For a complainant to prevail on a unilateral change claim, it must be established that:
4 “(1) the employer breached or altered the CBA or established past practice; (2) the employer's
5 action was taken without bargaining with the exclusive representative over the change; (3) the
6 change is not merely an isolated breach of contract, but amounts to a change in policy, i.e., the
7 change has a generalized effect or continuing impact on the bargaining unit members' terms
8 and conditions of employment; and (4) the change in policy concerns a matter within the
9 scope of representation.” Service Employees International Union, Local 1107 v. Clark County,
10 Item No. 881, EMRB Case 2021-019 (Oct. 4, 2022). NRS 288.150(2) outlines the subjects of
11 mandatory bargaining, and the County's unilateral decision to change the CBA language
12 related to these subjects is a *per se* prohibited practice. In Charles Jenkins: Las Vegas Police
13 Managers and Supervisors Association vs. Las Vegas Metropolitan Police Department, Case
14 No. A1-046020, Item 775A (EMRB Jan. 24, 2013), this Board reiterated its holdings
15 regarding the unilateral changes to mandatory topics of bargaining when it held that,
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19 “In City of Reno, the Nevada Supreme Court affirmed that it is a
20 violation of the Act of an employer to depart from the bargained-for
21 disciplinary process without first bargaining over the change with the
22 recognized bargaining agent. 118 Nev. 899-901, 59 P.3d 1219-1220.
23 Authority arising under the National Labor Relations Act holds that
24 these types of changes to collective bargaining agreement violate both
25 section 8(a)(1) and 8(a)(5) of the National Labor Relations Act,
26 N.L.R.B. v. Southwestern Elec. Co-op. Inc. 794 F.2d 276, 278 -279
27 (7th Cir. 1986). This Board has likewise held that this type of conduct
28 violates both NRS 288.270(1)(a) and NRS 288.270(1)(e). Boykin v.
City of North Las Vegas Police Dept. Item No. 674E, Case No. A1-
045921 (2010). This Board has repeatedly reaffirmed the principle that
‘unilateral changes by an employer during the course of a collective
bargaining relationship concerning matters which are mandatory
subjects of bargaining are regarded as *per se* refusals to bargain.’

1 Operating Engineers, Local 3 of the International Union of County of
2 Lander, Item No. 346, Case No. AI-045553, (1994); see also N. L. R.
3 B. v. Katz, 369 U.S. 736 (1962)."

4 Id. at 7:10-23. To support that its unilateral change to the CBA by appointing the
5 Sheriff as the Chief is not prohibited practices, the County attempts to hide behind
6 "management rights." Yet, NRS 288.150 clearly and unequivocally outlines those subjects
7 which are required to be bargained, and the County is not permitted to unilaterally change
8 these subjects without negotiation.

9 The appointment of the chief is not a management right as the failure to do so without
10 negotiation, or to do so illegally, unilaterally changes multiple mandatory topics of bargaining
11 that have already been established under the CBAs. In addition, despite this pending matter,
12 the County is currently requiring all WCASOA covered members to apply to be deputies and
13 are renaming and reclassifying these positions under the Sheriff's Office. This is yet another
14 violation of the CBA. Moreover, NRS 248.040(1)(a) only permits a Sheriff to "Appoint, in
15 writing signed by him or her, one or more deputies, who may perform all the duties devolving
16 on the sheriff of the county and such other duties as the sheriff may from time to time direct."
17 This statute does not permit the Sheriff to appoint Alternative Sentencing Officers, as this is
18 only permitted by the Chief of the Department of Alternative Sentencing under NRS
19 211A.110(1).
20
21

22 **III. CONCLUSION**

23 As described and detailed in the herein, the Supplemental Motion filed by the County
24 is improper and violates NAC 288.240. Moreover, the appointment of the Sheriff as the Chief
25 was deemed illegal by the Attorney General, this action violates NRS Chapter 211A as well
26 as exceeds the Sheriff's powers under NRS Chapter 248. Therefore, Complainant Washoe
27
28

1 County Alternative Sentencing Officers Associations respectfully requests the Board **DENY**
2 and/or **DISREGARD** the Respondent's Supplemental Motion to Dismiss and set this matter
3 for a hearing.

4 DATED this 20th day of January, 2026.

5 /s/ Ronald J. Dreher _____
6 Ronald J. Dreher
7 NV Bar No. 15726
8 DREHER LAW
9 P.O. Box 6494
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11 Telephone: (775) 846-9804
12 ron@dreherlaw.net
13 *Attorney for Complainant*
14
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1	Exhibit No.	Description	Pages
2	1	December 3, 2003, Nevada Attorney General Advisory Opinion	13
3	2	Pages of the Washoe County Personnel Handbook	13
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CERTIFICATE OF SERVICE

Pursuant to NAC 288.070, the undersigned hereby certifies that on this date I served a true and correct copy of the preceding document addressed to the following:

Christopher J. Hicks
Washoe County District Attorney
Chaz Lehman, Esq.
Brandon Price, Esq
One South Sierra St.
Reno, NV 89501
Attorneys for Respondent

by electronic service by transmitting the copy electronically as an attachment to electronic mail in portable document format.

DATED this 20th day of January, 2026.

/s/ Ronald J. Dreher
Ronald J. Dreher
NV Bar No. 15726
DREHER LAW
P.O. Box 6494
Reno, NV 89513
Telephone: (775) 846-9804
ron@dreherlaw.net
Attorney for Complainant

CERTIFICATE OF SERVICE

Pursuant to NAC 288.070, the undersigned hereby certifies that I served a true and correct copy of the preceding document addressed to the following:

Marisu Abellar
Commissioner, EMRB
MAbellar@emrb.nv.gov
3300 W. Sahara Avenue
Suite 260
Las Vegas, NV 89102

by electronic service by transmitting the copy electronically as an attachment to electronic mail in portable document format.

DATED this 20th day of January, 2026.

/s/ Ronald J. Dreher
Ronald J. Dreher
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DREHER LAW
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Telephone: (775) 846-9804
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Attorney for Complainant

EXHIBIT 1

EXHIBIT 1



BRIAN SANDOVAL
Attorney General

STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

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Carson City, Nevada 89701-4717
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ANN WILKINSON
Assistant Attorney General

December 3, 2003

Richard A. Gammick
Washoe County District Attorney
P.O. Box 30083
Reno, Nevada 89520-3083

Dear Mr. Gammick:

You have asked for an opinion from the Office of the Attorney General regarding the following question:

QUESTION

May the Washoe County Sheriff hold the offices of county sheriff and Alternative Sentencing Department chief simultaneously?

ANALYSIS

Nevada Revised Statute (NRS) 248.010(1) requires the election of a county sheriff. The following sections of that chapter, along with NRS chapter 211, set forth the duties and powers of the office of county sheriff. NRS chapter 211A allows for the creation of a Department of Alternative Sentencing (Department) for each county in the State of Nevada, NRS 211A.080. If the board of county commissioners establishes such a department, it is to be led by a chief. NRS 211A.040. The duties of one appointed as chief of a Department of Alternative Sentencing are set forth in NRS 211A.110, with the duties of the Department enumerated in NRS 211A.090.

The ability of one person to occupy the position of county sheriff and chief of the Department simultaneously is governed by both statute and common law. NRS 281.481(1) prohibits a public officer or employee from accepting any employment "which would tend improperly to influence a reasonable person in his position to depart

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Page 2

from the faithful and impartial discharge of his public duties." For purposes of the statute, "public officer" is defined as:

- ... [A] person elected or appointed to a position which:
 - (a) is established by the constitution or a statute of this state, or by a charter or ordinance of a political subdivision of this state; and
 - (b) involves the continuous exercise, as part of the regular and permanent administration of the government, of a public power, trust or duty.

NRS 281.005.

Based on the statutory duties of the county sheriff and chief of the Department set forth in the above-referenced statutes, both positions are public offices, subject to NRS 281.481.

NRS 281.481 is found within the code of ethics for public officers and employees. Your request does not provide any factual information concerning monetary remuneration should the positions be consolidated. For purposes of this opinion, no conflict arising from monetary considerations for the individual will be presumed. Therefore, consolidation of the positions is not prohibited by NRS 281.481.

Nevada, unlike many states, has not enacted legislation specifically prohibiting county officers from holding inconsistent or incompatible offices simultaneously. Despite this, there is a well-established common law limitation on the right to do so. The common law rule against holding more than one public office simultaneously applies to offices that are, by their nature, incompatible. *Knuckles v. Bd. of Education*, 272 Ky. 431, 436, 114 S.W.2d 511, 514 (1938). Unlike NRS 281.481, the common law rule deals not with the conflict of interest issue, but rather with the conflict of duties or functions between two offices. *Reilly v. Ozzard*, 33 N.J. 529, 543, 188 A.2d 360, 367 (1960). No general definition for incompatibility exists. *Knuckles*, 272 Ky. at 514. Rather, it is dependent upon the nature of the offices and their relationship to one another and in the nature of the duties and functions each performs. *Ramapo v. Watton*, 398 N.Y.S.2d 599, 600 (1977).

In this case the Washoe County Sheriff is charged with, among other things, the custody of the jail and its prisoners. See NRS 248.060 and NRS 211.030. The chief of the Department is responsible for overseeing those who supervise probationers, as well as advising the court of any probationer who violates the terms or conditions of his suspended sentence or residential confinement. See NRS 211A.090 and NRS 211A.110. Additionally, the chief and his assistants may arrest probationers and

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December 3, 2003
Page 3

recommend revocation or modification of a probationer's suspended sentence. NRS 211A.125 and NRS 211A.127. Actions taken pursuant to NRS 211A.125 and 211A.127 may ultimately result in probationers becoming prisoners in the custody of the county jail.

It has long been the position of this office that a person cannot hold two offices which are incompatible. As stated in Nev. Op. Att'y Gen. No. 1921-2 (Jan. 18, 1921): "The test of incompatibility is . . . where the functions of the two offices are inherently inconsistent and repugnant. In such cases it has uniformly been held that the same person cannot hold both offices." [Citation omitted.]

Clearly, the two offices are not incompatible in the most obvious sense established at common law. It is well settled that two offices are incompatible when one has the power of appointment or removal over another. *Tarpo v. Bowman Pub. Sch. Dist.*, 232 N.W.2d 57, 71 (N.D. 1975). While these two offices do not fall within one another's chain of command, that does not end the inquiry as to common law incompatibility. It is necessary to analyze not only whether one office is subordinate to the other, but also whether the functions of the two are inherently inconsistent or repugnant or whether the occupancy of both offices is detrimental to the public interest. *LaGrange City Council v. Hall Brothers Co. of Oldham County, Inc.*, 3 S.W.3d 765, 770 (Ky. 1999).

In determining whether the functions of the offices are inherently inconsistent, the appropriate focus is on the character and relationship of the offices to one another. For example, while the sheriff is charged with enforcing the law, effectuating arrests, and running the jail, he does not have authority to recommend who stays in jail and who is granted bail; that authority rests with the judiciary. Nor does the sheriff recommend, following conviction, what sentence will be imposed and whether a sentence of confinement will be stayed; that authority rests with the prosecutor. Lastly, the sheriff is not authorized to recommend revocation of probation for violations of the terms of probation; that authority rests with the department of parole and probation. The chief of the Department, however, will supervise those responsible for recommending revocation of probationary status for those in violation of the terms of their probation.

The proposed consolidation is factually similar to the situation addressed in *People ex rel. Deputy Sheriffs' Assoc. of Santa Clara County v. County of Santa Clara*, 49 Cal. App. 4th 1471, 57 Cal. Rptr. 2d 322 (1996), in which Santa Clara County sought to consolidate the offices of chief probation officer and director of the department of corrections. In determining that the offices were, in fact, in conflict, the court specifically referenced jail overpopulation as a potential source of conflict between the offices. *Id.* at 331. Though the court ultimately held that the issue of jail overpopulation did not

Richard A. Gammick
December 3, 2003
Page 4

amount to incompatibility, it recognized the potential for problems which could be created by such a situation. *Id.*

Your request sets forth another potential conflict between the two offices in question. Specifically, you refer to the potential for the improper use of authority over probationers to further the purposes of law enforcement. Though this conflict is not unavoidable, the possibility nonetheless exists that the actions of those serving under the chief of the Department could have an adverse effect on the office of sheriff, either through the improper use of warrantless searches or other abuses of supervisory authority. This "adverse effect" may be detrimental to the public interest and is therefore further evidence of incompatibility. *LaGrange*, 3 S.W.3d at 770.

¹ In addition to the potential conflicts raised in your request,¹ other potential inherent inconsistencies between the two offices exist. Under NRS 211.140(4), the sheriff is also responsible for the medical care of prisoners while in his custody. Financial considerations similar to those involved in jail overpopulation could force the sheriff to prefer his obligations as sheriff over that of chief of the Department in order to reduce the economic burden created by additional prisoners within his jail.

Additionally, the sheriff of Washoe County is an elected official, while the chief of the Department is appointed. In cases involving politically sensitive matters, the sheriff could foreseeably be inclined to favor a decision with respect to modification of a particular sentence that would further his interests with the electorate. The political pressures faced by an elected official could frequently result in situations wherein the duties of sheriff conflict with those of the chief of the Department, thereby making the offices incompatible.

¹ Your request also raises the issue of whether the sheriff, in his role as sheriff, has statutory authority to supervise misdemeanor probationers. Clearly, under NRS chapter 211 he does not. However, were the two positions combined, it is possible the sheriff could have that authority not in his role as sheriff, but rather in his role as chief of the Department. Based on the ultimate conclusion of this opinion, however, it is unnecessary to address that issue.

Richard A. Gammick
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Page 5

CONCLUSION

Based on the common law rule against holding incompatible offices, the Washoe County Sheriff position cannot be consolidated with the position of chief of the Department of Alternative Sentencing.

Sincere regards,

BRIAN SANDOVAL
Attorney General

By: 

ANN C. ELWORTH
Senior Deputy Attorney General
Civil Division
(702) 486-3101

ACE:sjc



Chief Joe Ingraham
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Department of Alternative Sentencing
1 South Sierra Street
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FAX TRANSMITTAL SHEET

TO:	FROM:
 MARK JACOBS	Joe Ingraham
COMPANY:	DATE:
	 18JUL12
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
	6
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE:	YOUR REFERENCE NUMBER:
AG Opinion- Can Sheriff hold office of Chief Alternative Sentencing	

☐ URGENT ☒ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

SENT 0930 2-7-12

CHAPTER 11

ALTERNATIVE SENTENCING

- 11.010 Definitions.
- 11.020 Creation of department.
- 11.030 Creation of position of chief of department; qualifications.
- 11.040 Duties of chief.
- 11.050 Duties and qualifications of assistant alternative sentencing officer.
- 11.060 Duties of department.
- 11.070 Arrest of probationer.
- 11.080 Violation of condition of suspended sentence by probationer.
- 11.090 Fees for cost of supervision: Imposition; waiver or reduction.
- 11.100 Disclosure of information obtained in discharge of duties prohibited; exceptions.

11.010 Definitions. As used in this chapter, unless the context otherwise requires, the words and terms defined herein, have the meanings ascribed to them in those sections.

"Assistant" means an assistant alternative sentencing officer employed pursuant to subsection 1 of Section 11.040.

"Board" means the board of county commissioners of Washoe County.

"Chief" means the chief of the Department of Alternative Sentencing.

"Court" means a court having jurisdiction over a person who is charged with a misdemeanor.

"Department" means the department of alternative sentencing created pursuant to section 11.020.

"Probationer" means a person who has been convicted of a misdemeanor, who:

(a) Has had his sentence suspended pursuant to NRS 4.373 or 5.055, and is serving that suspended sentence; or

(b) Has been sentenced to a term of residential confinement pursuant to NRS 4.3762, and is serving that term of residential confinement.

[§2, Ord. No. 1281 eff. 12-30-05]

11.020 Creation of department. There is hereby created the department of alternative sentencing pursuant to the authority granted to the board by the provisions of NRS 211A.080.

[§3, Ord. No. 1281 eff. 12-30-05]

11.030 Creation of position of chief of department: qualifications. The position of chief of the department is hereby created. The chief:

1. Must be appointed by the action of a majority of the board pursuant to the county manager's recommendation.
2. Must have at least 5 years of experience, with an increasing level of responsibility, in the field of law enforcement, corrections or supervision of persons on probation or parole.
3. Must possess a category II certificate from the peace officers' standards and training commission (POST).
4. Is in the unclassified service of Washoe County.
[§4, Ord. No. 1281 eff. 12-30-05]

11.040 Duties of chief. The chief shall:

1. Pursuant to the provisions of chapter 5 of this code regulating county personnel, hire assistant alternative sentencing officers and other clerical and support employees as necessary to carry out the responsibilities of the department within the limitations of appropriations to the department by the board. Only persons whose job duties require the possession of a category II POST certificate may be assistant alternative sentencing officers.
2. Direct the work of all assistants and employees.
3. Be responsible for the fiscal affairs of the department.
4. Be responsible for the completion of any report regarding an investigation or the supervision of a probationer and any report requested by the court or the board.
5. After reviewing and considering recognized correctional programs and courses for training correctional staff, develop and provide to assistants and other employees training in methods and policies regarding the investigation and supervision of probationers, the record keeping of the department and the reporting on matters relating to probationers.
6. Submit a written report, on or before January 31 of each year, to the board and to each court having jurisdiction over a probationer under his supervision, setting forth in detail the activities of the department during the previous calendar year. The report must include statistical data concerning the department's activities and operations and the probationers who were under the supervision of the department during that period.
7. Advise the court of any probationer who has violated the terms or conditions of his suspended sentence or residential confinement.

[§5, Ord. No. 1281 eff. 12-30-05]

11.050 Duties and qualifications of assistant alternative sentencing officer.

1. An assistant shall:
 - (a) Maintain detailed written records of his daily work;
 - (b) Make any report as required by the court or the chief; and
 - (c) Carry out any duty of the department as assigned by the chief.
2. Each assistant alternative sentencing officer shall possess

a category II POST certificate.
[§6, Ord. No. 1281 eff. 12-30-05]

11.060 Duties of department. The department shall:

1. Supervise a probationer, who as a condition of a suspended sentence or a sentence to residential confinement, is released under the supervision of the department by the court.
 2. At the time a probationer is released under the supervision of the department:
 - (a) Provide the probationer with a written statement describing the terms or conditions of the suspended sentence or residential confinement imposed by the court; and
 - (b) Explain the terms or conditions to the probationer.
 3. Be knowledgeable about the conduct and activities of each probationer under the supervision of the department.
 4. Use all reasonable methods to assist a probationer under the supervision of the department to improve his conduct and comply with the terms or conditions of his suspended sentence or residential confinement.
 5. Collect and disburse any money in accordance with the orders of the court and make a written record of any money so collected or disbursed.
 6. Cooperate with and assist any agency of law enforcement and any agency providing social services as requested by the court, or as necessary to fulfill the duties of the department.
- [§7, Ord. No. 1281 eff. 12-30-05]

11.070 Arrest of probationer.

1. The chief or an assistant may arrest a probationer without a warrant if there is probable cause to believe that the probationer has committed an act that constitutes a violation of a condition of his suspended sentence or residential confinement.
 2. Any other peace officer may arrest a probationer upon receipt of a written order by a chief or an assistant stating that there is probable cause to believe that a probationer has committed an act that constitutes a violation of a condition of his suspended sentence or residential confinement.
 3. After making an arrest, the chief, assistant or other peace officer shall immediately notify the sentencing court of the arrest of the probationer and shall submit a written report setting forth the act that constituted a violation of a condition of the suspended sentence or residential confinement of the probationer.
 4. A chief, an assistant or other peace officer may immediately release from custody without any further proceedings any probationer arrested without a warrant pursuant to this section if he determines that there is not probable cause to believe that the person violated the condition of his suspended sentence or residential confinement.
- [§8, Ord. No. 1281 eff. 12-30-05]

11.080 Violation of condition of suspended sentence by probationer.

1. If a probationer has violated a condition of his suspended

sentence, the court may, upon its own motion or upon the report and recommendation of the chief or an assistant, do any or all of the following:

(a) Modify the conditions of the suspended sentence.
(b) Modify and extend the suspension of the sentence, in whole or in part, for a period of not more than 1 year after the date on which the court finds that the probationer has committed the violation, unless a longer period is authorized by specific statute.

(c) Revoke the suspension of the sentence, in whole or in part, and cause all or part of the sentence to be executed.

2. Before taking any action described in subsection 1, the court shall provide the probationer with notice of the proposed action and an opportunity to be heard.

[§9, Ord. No. 1281 eff. 12-30-05]

11.090 Fees for cost of supervision: Imposition: waiver or reduction.

1. The Board hereby adopts the following fee schedule for supervision of probationers:

(a) For each alcohol test conducted on a probationer \$5.00

(b) For each drug test conducted on a probationer \$20.00

(c) For each month or fraction thereof in which a probationer is supervised \$40.00

2. Except as otherwise provided in subsection 3:

(a) The department shall charge each probationer the fees set forth in the schedule adopted pursuant to subsection 1.

(b) Payment of all required fees by the probationer is a condition of his suspended sentence or residential confinement.

3. If the chief determines that payment of the fee would result in economic hardship to a probationer, the chief may waive the imposition of, or reduce the amount of, the fee. If the chief waives the imposition of the fee, payment of the fee by the probationer does not constitute a condition of his suspended sentence or residential confinement.

[§10, Ord. No. 1281 eff. 12-30-05]

11.100 Disclosure of information obtained in discharge of duties prohibited: exceptions.

1. Any information regarding a probationer obtained by the chief, an assistant or other employee of the department in the discharge of his duties shall be deemed confidential. Except as otherwise provided in subsection 2, the chief, an assistant or other employee of the department shall not disclose such information.

2. The chief, an assistant or other employee of the department shall disclose information obtained in the discharge of his duties to the court or the district attorney upon request, or to any other person as ordered by the court or as provided by law.

[§11, Ord. No. 1281 eff. 12-30-05]

NRS 4.373 Suspension of sentence; conditions of suspension; reduction of sentence; arrest for violation of condition of suspension.

1. Except as otherwise provided in subsection 2, NRS 211A.127 or another specific statute, or unless the suspension of a sentence is expressly forbidden, a justice of the peace may suspend, for not more than 2 years, the sentence of a person convicted of a misdemeanor. If the circumstances warrant, the justice of the peace may order as a condition of suspension that the offender:

- (a) Make restitution to the owner of any property that is lost, damaged or destroyed as a result of the commission of the offense;
- (b) Engage in a program of community service, for not more than 200 hours;
- (c) Actively participate in a program of professional counseling at the expense of the offender;
- (d) Abstain from the use of alcohol and controlled substances;
- (e) Refrain from engaging in any criminal activity;
- (f) Engage or refrain from engaging in any other conduct deemed appropriate by the justice of the peace;
- (g) Submit to a search and seizure by the chief of a department of alternative sentencing, an assistant alternative sentencing officer or any other law enforcement officer at any time of the day or night without a search warrant; and
- (h) Submit to periodic tests to determine whether the offender is using a controlled substance or consuming alcohol.

2. If a person is convicted of a misdemeanor that constitutes domestic violence pursuant to NRS 33.018, the justice of the peace may, after the person has served any mandatory minimum period of confinement, suspend the remainder of the sentence of the person for not more than 3 years upon the condition that the person actively participate in:

- (a) A program of treatment for the abuse of alcohol or drugs which is certified by the Health Division of the Department of Health and Human Services;
- (b) A program for the treatment of persons who commit domestic violence that has been certified pursuant to NRS 228.470; or
- (c) The programs set forth in paragraphs (a) and (b),

and that he comply with any other condition of suspension ordered by the justice of the peace.

3. The justice of the peace may order reports from a person whose sentence is suspended at such times as he deems appropriate concerning the compliance of the offender with the conditions of suspension. If the offender complies with the conditions of suspension to the satisfaction of the justice of the peace, the sentence may be reduced to not less than the minimum period of confinement established for the offense.

4. The justice of the peace may issue a warrant for the arrest of an offender who violates or fails to fulfill a condition of suspension.

(Added to NRS by 1987, 1134; A 1989, 198; 1997, 34, 1475, 1804; 1999, 486, 1381, 1876; 2001, 87, 428; 2001 Special Session, 121; 2005, 65)

NRS 5.055 Suspension of sentence; conditions of suspension; reduction of sentence; arrest for violation of condition of suspension.

1. Except as otherwise provided in subsection 2, NRS 211A.127 or another specific statute, or unless the suspension of a sentence is expressly forbidden, a municipal judge may suspend, for not more than 2 years, the sentence of a person convicted of a misdemeanor. If the circumstances warrant, the municipal judge may order as a condition of suspension that the offender:

- (a) Make restitution to the owner of any property that is lost, damaged or destroyed as a result of the commission of the offense;
- (b) Engage in a program of community service, for not more than 200 hours;
- (c) Actively participate in a program of professional counseling at the expense of the offender;
- (d) Abstain from the use of alcohol and controlled substances;
- (e) Refrain from engaging in any criminal activity;
- (f) Engage or refrain from engaging in any other conduct deemed appropriate by the municipal judge;
- (g) Submit to a search and seizure by the chief of a department of alternative sentencing, an assistant alternative sentencing officer or any other law enforcement officer at any time of the day or night without a search warrant; and
- (h) Submit to periodic tests to determine whether the offender is using any controlled substance or alcohol.

NRS 5.052 Administration of program of supervision for persons with suspended sentences or persons sentenced to residential confinement. If the county in which a municipal court is situated does not have a department of alternative sentencing, the municipal court may contract with a qualified person to administer a program of supervision for persons whose sentences have been suspended pursuant to NRS 5.055 or who are sentenced to a term of residential confinement pursuant to NRS 5.076. If the county in which the municipal court is situated has a department of alternative sentencing, the chief of that department shall administer the program of supervision.

(Added to NRS by 1987, 2232; A 1995, 873)—(Substituted in revision for NRS 5.079)

2. If a person is convicted of a misdemeanor that constitutes domestic violence pursuant to NRS 33.018, the municipal judge may, after the person has served any mandatory minimum period of confinement, suspend the remainder of the sentence of the person for not more than 3 years upon the condition that the person actively participate in:

(a) A program of treatment for the abuse of alcohol or drugs which is certified by the Health Division of the Department of Health and Human Services;

(b) A program for the treatment of persons who commit domestic violence that has been certified pursuant to NRS 228.470; or

(c) The programs set forth in paragraphs (a) and (b),

and that he comply with any other condition of suspension ordered by the municipal judge.

3. The municipal judge may order reports from a person whose sentence is suspended at such times as he deems appropriate concerning the compliance of the offender with the conditions of suspension. If the offender complies with the conditions of suspension to the satisfaction of the municipal judge, the sentence may be reduced to not less than the minimum period of confinement established for the offense.

4. The municipal judge may issue a warrant for the arrest of an offender who violates or fails to fulfill a condition of suspension.

(Added to NRS by 1987, 1135; A 1989, 199; 1997, 34, 1477, 1806; 1999, 486, 1382, 1877; 2001, 87, 429; 2001 Special Session, 122; 2005, 66)

NRS 4.372 Administration of program of supervision for persons with suspended sentences or persons sentenced to residential confinement. If the county in which a justice court is situated does not have a department of alternative sentencing, the justice court may contract with a qualified person to administer a program of supervision for persons whose sentences have been suspended pursuant to NRS 4.373 or who are sentenced to a term of residential confinement pursuant to NRS 4.3762. If the county in which the justice court is situated has a department of alternative sentencing, the chief of that department shall administer the program of supervision.

(Added to NRS by 1987, 2231; A 1995, 873)—(Substituted in revision for NRS 4.3768)

EXHIBIT 2

EXHIBIT 2



Washoe County Personnel Handbook



Washoe County Personnel Handbook

Merit Personnel System

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Merit Personnel System for County Employees

Definitions

5.025 Definitions. These definitions apply to sections 5.027 to 5.341, inclusive.

5.027 "Anniversary date" defined.

1. "Anniversary date" means date of hire and triggers leave accruals. Anniversary dates may change.

5.028 "Applicant" defined. "Applicant" means a person applying for an employment position.

5.029 "Appointing authority" defined.

1. "Appointing authority" means an elected official or department head who has the authority legally to hire or make appointments to employment positions or a person to whom this authority has been delegated by the elected official or department head.

2. "Appointing authority" does not include "employer" as defined in section 5.045.

5.031 "Break in service" defined. "Break in service," means an interruption in an employee's continuous county service requiring the removal of the employee's name from payroll records except as exempted by section 5.275 (adjustments in anniversary dates; continuous service).

5.032 "Candidate" defined. "Candidate" means an applicant who has met the recruitment and selection requirements and has been placed on an eligible list.

5.033 "Class" defined. "Class" means a group of positions with sufficiently similar duties and responsibilities such that the same title may reasonably be used to designate each position within the class. A class uses substantially similar criteria of fitness, minimum qualifications, and schedule of compensation.
; modeled after NAC 284.030]

5.035 "Class specification" defined. "Class specification" means a written description of a class which includes typical duties, knowledge, skills and abilities, and minimum job requirements.

5.037 "Classification" defined. "Classification" means the systematic process of grouping and allocating positions to classes based on similarity of duties and responsibilities.
based on NAC]

5.039 "Classification plan" defined. "Classification plan" means all the classes which have been established and the rules for maintaining them, as adopted by the governing body.



5.040 "Classified service" defined.

1. "Classified service" means all positions in the public service which are
 - (a) designated as being in the classified service, and
 - (b) filled according to merit and fitness from eligible lists prepared upon the basis of examination, which is open and competitive except as otherwise provided in this chapter, and
 - (c) which are not otherwise exempted.

(i) Positions exempted from the classified service are set forth in Section 5.045 (definition of employee), Section 5.093 (definition of unclassified service) and Section 5.048 (definition of legal professional)

2. Except as otherwise provided, a person in the classified service must not be appointed, transferred, promoted, demoted, or discharged in any manner or by any means other than those prescribed in this chapter or an applicable collective bargaining agreement.

5.0401 "Confidential employee" defined. "Confidential employee" means an employee who is involved in the decisions of management affecting collective bargaining. Confidential employees must be excluded from any bargaining unit but are entitled to participate in any plan to provide benefits for a group that is administered by the bargaining unit of which they would otherwise be a member.

5.0402 "Countywide promotional recruitment" defined. "Countywide promotional recruitment" means recruitment for a position that is open only to employees who have been working in the classified service of Washoe County for at least six months at time of application.

5.041 "Date of hire" defined. "Date of hire" means the date an employee begins or, after a break in service, resumes paid employment with Washoe County.

5.043 "Demotion" defined. "Demotion" means any movement of an employee to a position in a class having a lower maximum salary range than the position previously held or any downward movement, either in class, grade, or within grade.

5.0431 "Department of Human Resources" defined. "Department of Human Resources" means the department created by section 5.345, and its dedicated staff.

5.0432 "Department promotional recruitment" defined. "Department promotional recruitment" means recruitment for a classified service position that is open only to Washoe County employees who are currently working in the department with the vacant position and who have been working in the classified service for at least six months at time of application.

5.0433 "Eligibles" defined. "Eligibles" means candidates placed on an eligible list.

5.0434 "Eligible list" defined. "Eligible list" is the list of candidates who are eligible to



be referred to the hiring department for interview and selection consisting of candidates who are certified for consideration for a position.

(a) A "ranked list" means the candidates are listed in numerical order based upon examination scores.

(b) An "unranked list" means the candidates meeting the minimum qualification requirements are listed in no particular order.

5.045 "Employee" defined.

1. "Employee" means:

(a) A public officer of Washoe County or one of its townships.

(b) Any person employed by Washoe County or its townships whose compensation is provided by the county and who is under the direction or control of officers of the county or its townships.

2. "Employee" does not include:

(a) Independent contractors or persons rendering professional services to an employer on a fee, retainer, or contract basis.

(b) Interns or volunteers.

3. Personnel exempted from the merit system:

(a) District judges and their employees, including but not limited to employees in the office of the clerk of the Second Judicial District Court and Second Judicial District Court personnel, and employees of Juvenile Services appointed pursuant to the provisions of NRS 62.100.

(b) Justices of the Peace and their employees.

(c) Intermittent hourly employees.

(d) All department heads who are appointed or elected including the county manager and assistant county managers.

(e) A number of discretionary appointees in each department, which shall not exceed 3 percent of the permanently established positions as authorized by the board of county commissioners, designated by the department head, but excluding the department head.

(f) Legal professional employees.

(g) Employees in the unclassified service.

(h) Temporary employees.

(i) Seasonal employees.

4. Positions listed in subsections 2 and 3 are exempt from the merit personnel system and not in the classified service of the county and are not entitled to the rights, privileges and benefits of classified employees unless specifically stated.

5. "Employer" means Washoe County and shall not be construed to mean "appointing authority."

5.047 "Grade" defined. "Grade" means the range or steps of pay for a class. NAC 284.066]

5.0475 "Intermittent hourly employee" defined.

1. "Intermittent hourly employee" means a person holding a position that is not on a fixed schedule and is paid at an hourly rate. A person in an intermittent hourly position



may not work more than 1039 hours in a fiscal year.

2. An intermittent hourly employee is not in the classified service of the county.
3. Intermittent hourly positions are not entitled to the rights, privileges or benefits of a classified employee.

5.048 "Legal professional employee" defined.

1. "Legal professional employee" means a person who is licensed to practice law in Nevada and who is employed as an attorney by the district attorney, the public defender, or the alternate public defender.
2. A legal professional employee is not in the classified service of the county.

5.049 "Line personnel" defined.

1. "Line personnel" means employees of the sheriff's department who are deputized as peace officers according to the provisions of NRS 169.125 (peace officer defined), are authorized to execute police powers or are charged with law enforcement responsibilities, and who are contributing the full amount of peace officer retirement contributions. The term is applied without regard to sex, rank, division, or duty.
2. "Line personnel" does not include any individual, whether or not a Washoe County employee, who is constituted a special deputy by appointment of the sheriff and who is not a full-time employee of the sheriff's department.

5.051 "Merit salary increase date" defined. "Merit salary increase date" means one year from the date of hire, rehire, promotion or salary adjustment.

1. In the case of a demotion or equity salary adjustment, a merit salary increase date may change in order to prevent salary inequities for incumbents who occupy the same class, but who have more experience, education and/or time in the class than the incumbent receiving the demotion or equity adjustment.
2. Any salary adjustment affecting all employees authorized by the board of county commissioners shall not impact the merit salary increase date of any county employee.

5.052 "Minimum qualifications" defined. "Minimum qualifications" means the education, experience and/or training requirements set forth in the class specification and used as the first screening method in the selection process.

5.0521 "Open competitive/countywide promotional recruitment" defined. "Open competitive/countywide promotional recruitment" means recruitment that is open to all applicants, both external and internal.

5.0522 "Overfill appointment" defined. "Overfill appointment" means that there is an overlap between the employee who is leaving the position and the incoming employee. An overfill appointment is limited to six weeks unless otherwise specified by the County Manager.

5.054 "Part-time employee" defined. "Part-time employee" means a person who is employed on a fixed schedule of less than 2080 hours in a year.



5.055 "Permanent employee" defined. "Permanent employee" means an employee in the classified service who has successfully completed the probationary period. The term "permanent" is not a guarantee of a specific time period of employment.

5.059 "Position" defined. "Position" means a group of duties assigned to an employee.

5.061 "Promotion" defined. "Promotion" means advancement to a position in a class which has a higher grade than the class previously held.

5.062 Provisional Appointment defined. "Provisional Appointment" means an appointment meeting the requirements of 5.209 (Provisional Appointment).

5.063 "Reclassification" defined. "Reclassification" means a reassignment or change in an individual position by

- (a) raising it to a class with a higher grade.
- (b) reducing it to a class with a lower grade; or
- (c) moving it to another class at the same level on the basis of significant changes in kind, difficulty or responsibility of the work performed.

NAC 284.094

5.0631 "Reemployment" defined. Reemployment" means a noncompetitive appointment of a current or former employee to a class for which he or she has reemployment rights, as provided in this chapter.

5.0632 "Reemployment list" defined. "Reemployment list" means a list which consists of the names of employees who have been laid off.

5.0633 "Referral list" defined. A referral list means the list of candidates who have been referred to the hiring department for an interview. Referral lists are sent in rank order and the number of names referred is determined by the hiring department.

5.0634 "Reinstatement list" defined. "Reinstatement list" means a list which consists of placement in a classification in which a former employee previously held permanent status or to a classification that requires reasonably similar knowledge, skills, and abilities.

5.0635 "Seasonal position" defined. "Seasonal position" means a position or a specific time period. A seasonal worker is not in the classified service of the County.

5.0636 "Separation" defined. "Separation" means leaving County employment by any means including, but not limited to, retirement, resignation, termination or layoff.

5.0637 "Temporary position" defined. "Temporary position" means a position that is not hired through the merit process and is for a period of six (6) months or less. A temporary worker is not in the classified service of the County.



5.065 "Transfer" defined. "Transfer" means any movement of an employee from one position to another position in the same class or related class with the same salary grade; or the movement of the employee and the position to another location.

5.0651 "Transfer list" defined. "Transfer list" means a list allowing movement from one position to another position in the same classification or another classification requiring reasonably similar knowledge, skills, and abilities, and having the identical salary grade as the employee's current job classification.

5.0655 "Unclassified employees" defined. "Unclassified employees" shall be given the meaning set forth in section 5.093 (unclassified service). Unclassified employees shall serve at the pleasure of the appointing authority and are not entitled to the rights, privileges or provisions of the classified service.

5.066 "Work week" defined.

1. "Work week" means the period commencing 12:01 a.m. Monday and ending 12:00 midnight the following Sunday.
2. For employees who have been approved to work an alternative work schedule, "work week" means a fixed and regularly recurring period of 168 hours, commencing on the day and at the time the employer designates as the start of the work week.

Health Benefits Program

5.068 Health benefits program.

1. "Health benefits program" means a program to provide health benefits to eligible county officers and employees, including the maintenance of the appropriate funds, insurance, or combination thereof, to provide such benefits.
2. The health benefits program shall provide quality insurance plans covering eligible county officers and employees and their dependents, and to qualified retirees and their dependents.
3. The health benefits program shall assist enrollees and dependents in accessing the health care system and provide education to insure appropriate and prompt delivery of service.
4. The health benefits program shall establish and maintain eligibility, written plan documents and provider listings, and provide communications relating to health benefits and wellness to enrollees and family members.

5.069 Administration of health benefits program.

1. The director of human resources shall preside over and make recommendations for the health benefits program in negotiations with employee organizations.
2. The director of human resources shall oversee the preparation of the health benefits program and present it to the board of county commissioners for adoption. Once adopted, the director of human resources will administer the health benefits program.

WCASOA (Complainant)

**Additional Response in Opposition and Objection to
Supplemental Motion to Dismiss for Mootess**

FILED
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BEFORE THE STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

WASHOE COUNTY ALTERNATIVE
SENTENCING OFFICERS
ASSOCIATION,

Case No.: 2025-021

Complainant,

Panel:

vs.

WASHOE COUNTY,

Respondent.

**ADDITIONAL RESPONSE IN OPPOSITION AND OBJECTION TO
SUPPLEMENTAL MOTION TO DISMISS FOR MOOTNESS**

COMES NOW, Complainant Washoe County Alternative Sentencing Officers Association, by and through its undersigned attorney, in accordance with the Board's January 22, 2026, order, hereby files its Additional Supplemental Response in Opposition and Objection to the Supplemental Motion to Dismiss for Mootness that the Respondent Washoe County improperly filed on January 16, 2026. This Additional Supplemental Opposition and Objection is based on the following memorandum of points and authorities, the pleadings and papers on file herein and any other material the Board chooses to consider.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

The Washoe County Alternative Sentencing Officers Association (“Complainant” or “WCASOA”) representing both supervisory and non-supervisory members, filed its Complaint for prohibited practices against Washoe County (“County”) on October 8, 2025, to which the County filed a Motion to Dismiss on November 4, 2025. The WCASOA filed a First Amended Complaint (“FAC”) on November 5, 2025, and the County again filed a Motion to Dismiss on November 26, 2025. The motion was fully briefed and on January 16, 2026, the Board released its agenda which included a hearing to rule on the Motion to Dismiss on January 22, 2026. Following the release of this agenda, the County improperly filed a Supplemental Motion to Dismiss for Mootness. On January 21, 2026, the Board Commissioner advised the County that the Supplemental Motion was not timely filed. On January 22, 2026, the Board held that the parties would be provided with an opportunity to provide an additional response and reply. This Additional Opposition and Objection followed.

II. ARGUMENT

A. The Supplemental Motion is Improper.

NAC 288.240 defines when a motion may be filed by a party that is in front of this Board. Specifically, subsection 3 defines that a “motion directed at a complaint or petition must be written and filed before the answer or response is due.” NAC 288.240(3).

The answer to the FAC was due and filed on November 26, 2025. Now, the County has filed a new Supplemental Motion to Dismiss after having filed the answer and only five days before the matter was set to be heard by the Board. This inherently means that the County violated subsection 3 of NAC 288.240 as the Supplemental Motion is directed at the

1 FAC. There is thus no doubt that the Supplemental Motion to Dismiss is untimely and
2 specifically prohibited by NAC 288.240(3). Moreover, there is no authorization in any of this
3 Board's statutes or administrative codes that permits a party to file a supplemental motion to
4 dismiss after a motion has been filed, while another motion is pending, and without the
5 Board's permission.

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7 Nevada Rules of Civil Procedure permits a party to file "Supplemental Pleadings"
8 when they are filed with the permission of the body hearing the matter. NRCP 15(d). Here,
9 the County failed to obtain the Board's permission prior to filing its Supplemental Motion and
10 there is no legal authority to permit such a motion to be filed under either NRS Chapter 288
11 or NAC Chapter 288. Rather, this Supplemental Motion directly violates NAC 288.240(3) as
12 detailed herein. Therefore, it is evident that County's Supplemental Motion is wholly
13 improper, and the County's Supplemental Motion must be disregarded in its entirety.
14

15 **B. The Appointment of the Sheriff as the Chief is Illegal and is a Unilateral**
16 **Change to the collective bargaining agreements.**

17 The Nevada Supreme Court has recognized that this Board "has exclusive jurisdiction
18 over unfair labor practice issues" and has defined an unfair labor practice to include
19 "unilaterally changing a subject of mandatory bargaining." Reno v. Reno Police Protective
20 Ass'n, 118 Nev. 889, 895, 59 P.3d 1212, 1217 (2002) (citing Rosequist v. Int'l Ass'n of
21 Firefighters Local 1908, 118 Nev. 444, 448, 49 P.3d 651, 653 (2002) and NRS 288.280).
22

23 NRS 288.150(2) outlines the subjects of mandatory bargaining, and the County's
24 unilateral decision to change the CBA language related to these subjects is a *per se* prohibited
25 practice. In Charles Jenkins: Las Vegas Police Managers and Supervisors Association vs. Las
26 Vegas Metropolitan Police Department, Case No. A1-046020, Item 775A (EMRB Jan. 24,
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2013), this Board reiterated its holdings regarding the unilateral changes to mandatory topics of bargaining.¹

For a complainant to prevail on a unilateral change claim, it must be established that: “(1) the employer breached or altered the CBA or established past practice; (2) the employer’s action was taken without bargaining with the exclusive representative over the change; (3) the change is not merely an isolated breach of contract, but amounts to a change in policy, i.e., the change has a generalized effect or continuing impact on the bargaining unit members’ terms and conditions of employment; and (4) the change in policy concerns a matter within the scope of representation.” Service Employees International Union, Local 1107 v. Clark County, Item No. 881, EMRB Case 2021-019 (Oct. 4, 2022).

As alleged by the WCASOA, the County has unilaterally altered the CBA and past practices through its actions relating to Associations. The County has removed the ability of a chief to be appointed under NRS 211A, to have a chief as was negotiated with the

¹ This Board held that “In City of Reno, the Nevada Supreme Court affirmed that it is a violation of the Act of an employer to depart from the bargained-for disciplinary process without first bargaining over the change with the recognized bargaining agent. 118 Nev. 899-901, 59 P.3d 1219-1220. Authority arising under the National Labor Relations Act holds that these types of changes to collective bargaining agreement violate both section 8(a)(1) and 8(a)(5) of the National Labor Relations Act. N.L.R.B. v. Southwestern Elec. Co-op., Inc. 794 F.2d 276, 278 -279 (7th Cir. 1986). This Board has likewise held that this type of conduct violates both NRS 288.270(1)(a) and NRS 288.270(1)(e). Boykin v. City of North Las Vegas Police Dept., Item No. 674E, Case No. A1-045921 (2010). This Board has repeatedly reaffirmed the principle that ‘unilateral changes by an employer during the course of a collective bargaining relationship concerning matters which are mandatory subjects of bargaining are regarded as *per se* refusals to bargain.’ Operating Engineers, Local 3 of the International Union of County of Lander, Item No. 346, Case No. A1-045553, (1994); see also N. L. R. B. v. Katz, 369 U.S. 736 (1962).” Charles Jenkins; Las Vegas Police Managers and Supervisors Association vs. Las Vegas Metropolitan Police Department, Case No. A1-046020, Item 775A, at 7:10-23.

1 Associations, to comply with all of the outlined articles covered in the FAC, has recently
2 required all WCASOA covered members to reapply for unknown and unspecified positions
3 and has removed the take home car from WCASOA members. All things that have altered
4 either the CBA and/or past practices as established and negotiated with the WCASOA, clearly
5 meeting the first prong of the unilateral change claim. Id.

7 These changes have been made and implemented without any negotiations with
8 WCASOA, despite the WCASOA's efforts to meet with the County to discuss these matters.
9 FAC at ¶¶15-21. The County's failure to negotiate its unilateral changes with the WCASOA
10 are not only prohibited practices, but also unquestionably meets with second prong of the
11 unilateral change claim. Id.; Charles Jenkins, Case No. A1-046020, Item 775A.

13 Prong three of a unilateral change is met when the "the change is not merely an
14 isolated breach of contract, but amounts to a change in policy, i.e., the change has a
15 generalized effect or continuing impact on the bargaining unit members' terms and conditions
16 of employment." Service Employees International Union, Local 1107, Item No. 881, EMRB
17 Case 2021-019. The County is not disputing that it has made unilateral, permanent changes to
18 the negotiated agreement with the WCASOA units, and this is being reiterated here with this
19 Supplemental Motion. For example, the County readily admits that it has appointed the Sheriff
20 as the "chief" of the Department of Alternative Sentencing, ("DAS"), despite at the same time
21 saying that the DAS no longer exists. Supp. Mot. to Dismiss at 2:5-7; Mot.to Dismiss at 5:5-8
22 (stating that "In response to the extensive audit findings, County management developed a
23 plan to dissolve DAS and transfer its law enforcement functions to the Washoe County
24 Sheriff's Office ("WCSO") by January 2026 to improve efficiency, enhance managerial
25 oversight, and better serve the public."). These unilateral changes to the policies and
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1 procedures related to the WCASOA covered members, has resulted in changes to the terms
2 and conditions of these members' employment. First, as described below, the County has
3 illegally placed the Sheriff in the position of chief of DAS. Then, the County has removed take
4 home vehicles from WCASOA covered members in violation of a 20 plus year past practice of
5 all members having take home vehicles. The WCASOA covered members are being forced to
6 complete a background check, pass a psychological exam, a voice stress analysis test, and pass
7 a medical evaluation exactly as those that apply for the deputy position are required to do. In
8 addition, as described in detail in the FAC, the County has unilaterally changed numerous
9 articles of the CBAs related to mandatory topics of bargaining such as leaves, salary or other
10 compensation and discipline/discharge procedures just to name a few. See generally FAC.
11 Further, the WCASOA covered members have been left in a shutdown building, without
12 sanitation services while simultaneously assigned case management and without the required
13 tools to perform their duties. Moreover, the WCASOA covered members have no access to the
14 Sheriff, making it even more impossible for him to serve as the chief. Thus, prong three has
15 been met.

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19 The WCASOA has demonstrated that prong four of its unilateral change claim has
20 been met by the County's actions. To support that its unilateral change to the CBA by
21 appointing the Sheriff as the chief is not prohibited practices, the County attempts to hide
22 behind "management rights." Yet NRS 288.150 clearly and unequivocally outlines those
23 subjects which are required to be bargained, and the County is not permitted to unilaterally
24 change these subjects without negotiation. City of Reno, 118 Nev. 889, 53 P.3d 1212. There is
25 no dispute that the matters raised in the FAC are those that require negotiation before
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1 changing. FAC §§23-26, 28-39. NRS 288.150(2) mandates the following to be mandatory
2 subjects of bargaining:

3 (a) Salary or wage rates or other forms of direct monetary compensation.

4 (b) Sick leave.

5 (c) Vacation leave.

6 (d) Holidays.

7 (e) Other paid or nonpaid leaves of absence.

8 (f) Insurance benefits.

9 (g) Total hours of work required of an employee on each workday or workweek.

10 (h) Total number of days' work required of an employee in a work year.

11 (i) Except as otherwise provided in subsections 8 and 11, discharge and disciplinary
12 procedures.

13 (j) Recognition clause.

14 (k) The method used to classify employees in the bargaining unit.

15 (l) Deduction of dues for the recognized employee organization.

16 (m) Protection of employees in the bargaining unit from discrimination because of
17 participation in recognized employee organizations consistent with the provisions of this
18 chapter.

19 (n) No-strike provisions consistent with the provisions of this chapter.

20 (o) Grievance and arbitration procedures for resolution of disputes relating to interpretation
21 or application of collective bargaining agreements.

22 (p) General savings clauses.

23 (q) Duration of collective bargaining agreements.

1 (r) Safety of the employee.

2 (s) Teacher preparation time.

3 (t) Materials and supplies for classrooms.

4 (u) Except as otherwise provided in subsections 9 and 11, the policies for the transfer and
5 reassignment of teachers.

6 (v) Procedures for reduction in workforce consistent with the provisions of this chapter.

7 (w) Procedures consistent with the provisions of subsection 6 for the reopening of
8 collective bargaining agreements for additional, further, new or supplementary negotiations
9 during periods of fiscal emergency.
10

11 In this matter, the WCASOA is alleging that the County has violated multiple,
12 mandatory subjects of bargaining, and this newest attempt to circumvent the negotiations
13 process by illegally appointing the Sheriff as the "Chief" of DAS, does not now end the
14 dispute. See FAC ¶¶23-26, 28-39.
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16 In addition, NRS 211A.100 defines the qualifications for the Chief of the Department
17 of Alternative Sentencing and mandates that the Chief:
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19 1. Must be appointed by the action of a majority of the governing body.

20 2. Must have at least 5 years of experience, with an increasing level of responsibility, in
21 the field of law enforcement, corrections or supervision of persons on probation, parole or
22 pretrial or presentence release.

23 3. Is in the unclassified service of the county.
24

25 The County would have the Board accept that the Sheriff has been appointed Chief of
26 the WCASOA covered members because he was appointed by the County Manager. This is
27 an illegal exercise of power by the County Manager as NRS 211A.100(1) requires the Chief
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1 be appointed by a majority of the governing body, not the County Manager. Moreover, the
2 Sheriff is not a member of the "unclassified service" as this is defined in County policy as
3 5.0655 as having the same meaning of an "Unclassified employees." Exhibit 2 to Response
4 and Objection to Supp. Mot. An unclassified employee "shall serve at the pleasure of the
5 appointing authority and are not entitled to the rights, privileges or provisions of the classified
6 service" and this cannot possibly include the Sheriff as he is elected by the voters of Washoe
7 County, and does not serve at the pleasure of the Board of County Commissioners. Id.²

9 In addition, the CBA that was negotiated between the parties included that the
10 WCASOA members would remain Alternative Sentencing Officers and not deputies of the
11 Washoe County Sheriff's Office. The CBAs were negotiated under NRS 211A, with a Chief
12 appointed under these statutes, and the County does not have the unilateral right to renegotiate
13 and change the terms and conditions of the CBA without negotiations.

15 Yet that is exactly what they are attempting to do here. Were an employer able to
16 simply policy around the terms of the CBAs, there would be absolutely no meaning to a CBA,
17 and the courts have found that this is prohibited. See Fenson v. State Dept. of Wildlife, 110
18 Nev. 934, 937, 877 P.2d 1059, 1061 (1994) (The courts interpret contracts "based upon the
19 plain meaning of their language."); see also Musser v. Bank of Am., 114 Nev. 945, 949, 964
20 P.2d 51, 54 (1998). ("[E]very word must be given effect if at all possible. . . . A court should
21 not interpret a contract so as to make meaningless its provisions.").

24 The appointment of the chief is not a management right as the failure to do so without
25 negotiation, or to do so illegally, unilaterally changes multiple mandatory topics of bargaining

27 ² NRS 248.010(1) defines that "Sheriffs must be elected by the qualified electors of their
28 respective counties."

1 that have already been established under the CBAs. In addition, despite this pending matter,
2 the County is currently requiring all WCASOA covered members to apply to be deputies and
3 are renaming and reclassifying these positions under the Sheriff's Office. This is yet another
4 violation of the CBA. Moreover, NRS 248.040(1)(a) only permits a Sheriff to "Appoint, in
5 writing signed by him or her, one or more deputies, who may perform all the duties devolving
6 on the sheriff of the county and such other duties as the sheriff may from time to time direct."
7 This statute does not permit the Sheriff to appoint Alternative Sentencing Officers, as this is
8 only permitted by the Chief of the Department of Alternative Sentencing under NRS
9 211A.110(1).
10

11 In addition, the County asked the Attorney General for an advisory opinion in 2003
12 regarding the question of whether the Sheriff may be the Chief of the Department of
13 Alternative Sentencing. Exhibit 1 to Response and Objection to Supp. Mot. In this advisory
14 opinion, the AG clearly and unequivocally found that the Sheriff could not be consolidated
15 with the position of the Chief as this would violate the common law rule against holding
16 incompatible offices. Id.
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18 Given that the County is unilaterally changing multiple mandatory topics of
19 bargaining, all four prongs of the unilateral change claim have been met, and the matter is ripe
20 and contains justiciable controversies. Service Employees International Union, Local 1107,
21 Item No. 881, EMRB Case 2021-019.
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23 **D. The Disputes are not Moot.**

24

25 A case is moot if it "seeks to determine an abstract question which does not rest upon
26 existing facts or rights." Cashman Equip. Co. v. West Edna Assocs., 132 Nev. 689, 702, 380
27 P.3d 844, 853 (2016) (citing NCAA v. Univ. of Nev., Reno, 97 Nev. 56, 58, 624 P.2d 10, 11
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1 (1981). "Mootness is a question of justiciability." Personhood Nev. v. Bristol, 126 Nev. 599,
2 602, 245 P.3d 572, 574 (2010).

3 Recently, the County advised the WCASOA covered members that they were required
4 to apply for a position with the Sheriff's Office as the DAS had been eliminated, and by
5 extension eliminating the position of Alternative Sentencing Officer. This is a direct violation
6 of Article 2 of the non-supervisory CBA which designates the WCASOA covered members as
7 "Alternative Sentencing Officers." Mot. to Dismiss Ex. 1 at WC0005. While the supervisory
8 contract also designates the WCASOA covered members as "Alternative Sentencing
9 Sergeants," a position the County has now unilaterally eliminated. Mot. to Dismiss Ex. 2 at
10 WC00041. Moreover, the two CBAs define in Article 2 that "If the County establishes a new
11 classification which is to be assigned to the bargaining unit or changes an existing bargaining
12 unit classification, the Association may be notified in writing of the proposed new established
13 wage rate and job description or changed classification prior to adoption to allow the
14 Association an opportunity for discussion." Mot. to Dismiss Ex. 1 at WC00005; Ex. 2 at
15 WC00041. The County failed to negotiate or discuss any change to the designation of the
16 WCASOA covered members, violating NRS 288.150(2)(k), and committing yet another
17 prohibited practice. These acts illustrate that the matter is justiciable and clearly not moot.

21 Furthermore, it is disputed between the parties whether the County may take the
22 actions it has taken regarding the failure to legally designate a chief, whether a chief is
23 required, whether the County has unilaterally changed the terms and conditions of the CBA
24 related to both mandatory and non-mandatory topics of bargaining, and whether these acts
25 constitute prohibited practices. It is thus evident that there is a justiciable dispute that exists
26 upon the present facts, that must be decided by this Board. Cashman Equip. Co., 132 Nev. at
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1 702, 380 P.3d at 853. Moreover, the WCASOA is claiming that the County has interfered with
2 its administration and that its members have been discriminated against for personal and/or
3 political reasons in violation of NRS 288.270(1)(a, b, f), further demonstrating that justiciable
4 controversies exist. FAC ¶¶50-61; Cashman Equip. Co. v. West Edna Assocs., 132 Nev. at
5 702, 380 P.3d at 853.

6 **III. CONCLUSION**

7
8 As described and detailed in the herein, the Supplemental Motion filed by the County
9 is improper and violates NAC 288.240. Moreover, the appointment of the Sheriff as the Chief
10 was deemed illegal by the Attorney General, this action violates NRS Chapter 211A as well
11 as exceeds the Sheriff's powers under NRS Chapter 248. In addition, there exists numerous
12 matters that are justiciable and disputed between the parties that must be decided by this
13 Board. Therefore, Complainant Washoe County Alternative Sentencing Officers Associations
14 respectfully requests the Board **DENY** and/or **DISREGARD** the Respondent's Supplemental
15 Motion to Dismiss and set this matter for a hearing.
16

17
18 DATED this 2nd day of February, 2026.

19 /s/ Ronald J. Dreher
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28

CERTIFICATE OF SERVICE

Pursuant to NAC 288.070, the undersigned hereby certifies that on this date I served a true and correct copy of the preceding document addressed to the following:

Christopher J. Hicks
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by electronic service by transmitting the copy electronically as an attachment to electronic mail in portable document format.

DATED this 2nd day of February, 2026.

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Pursuant to NAC 288.070, the undersigned hereby certifies that I served a true and correct copy of the preceding document addressed to the following:

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DATED this 2nd day of February, 2026.

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Washoe County (Respondent)

**Reply in Support of Washoe County's
Motion to Dismiss**

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8 **BEFORE THE EMPLOYEE MANAGEMENT RELATIONS BOARD**
9 **STATE OF NEVADA**

10 * * *

11 WASHOE COUNTY ALTERNATIVE
SENTENCING OFFICERS ASSOCIATION,

Case No. 2025-021

12 Petitioners,

13 WASHOE COUNTY,

14 Respondent.
15
16
17 _____/

18 **REPLY IN SUPPORT OF WASHOE COUNTY'S MOTION TO DISMISS**

19 Respondent Washoe County submits this Reply in support of its Motion to Dismiss
20 WCASOA's First Amended Complaint (FAC). The Opposition filed by the Washoe County
21 Alternative Sentencing Officers Association (WCASOA or Association) offers argument but fails
22 to present competent evidence to overcome the legal and factual defects identified in the Motion.
23 It mischaracterizes the County's actions, ignores management rights under NRS 288.150(3) and
24 Article 4 of the CBAs, and seeks to bargain over decisions expressly reserved to management.
25 The FAC is untimely, unripe, and legally deficient; and the relief requested exceeds the EMRB's
26 jurisdiction.

1 **I. Standards: Probable Cause & Pleading (NAC 288.200; NAC 288.375)**

2 A prohibited-practice complaint must state facts sufficient to raise a justiciable
3 controversy; the Board must dismiss for lack of probable cause where such facts are absent and
4 may dismiss spurious complaints. NAC 288.200(1)(c); NAC 288.375(1), (5).

5 Under NAC 288.200(1)(c) and NAC 288.375(1), a complainant must present probative
6 evidence sufficient to raise a justiciable controversy; mere argument is not evidence. WCASOA's
7 Opposition provides no affidavits, declarations, or authenticated exhibits establishing any
8 implemented change to wages, benefits, classifications, grievance administration, or other
9 contractual rights. Its own exhibits do not prove what it claims:

- 10 • Opp. Ex. 1 (May 22 email) — Admits the Department of Alternative Sentencing
11 (DAS) “does not currently have a chief” and requests out-of-class pay, which
12 confirms continuity rather than contractual change.
- 13 • Opp. Ex. 2 — The County states the CBAs remain unchanged and in effect and
14 commits to engage in discussions at the appropriate time if impacts arise,
15 contradicting any claim of refusal or interference.
- 16 • Opp. Ex. 3 – Not referenced in the Opposition.
- 17 • Opp. Ex 4 (May email chains) — Reflect preliminary communications concerning
18 take home vehicles; they do not offer evidence of any implemented change to terms
19 or conditions of employment.
- 20 • Opp. Exs. 5–7 (meeting link/minutes) — Capture post hoc remarks by a single
21 commissioner, which neither identify any Association member's personal/political
22 affiliation nor establish motive/pretext.

23 By contrast, the County's Motion is supported by a competent record of proof, including
24 the Internal Audit and Washoe County's Board of County Commissioners' (BCC) change in
25 ordinance record (Motion, Ex. 4; Ex. 10), sworn declarations (Motion, Ex. 5; Ex. 9), payroll/leave
26 data confirming uninterrupted administration of the CBAs (Motion, Ex. 13), Policy 703

1 establishing vehicle assignment discretion (Motion, Ex. 14), the Association's grievance County's
2 written grievance response confirming status quo and engagement if impacts arise (Motion, Exs.
3 11 and 12), as well as the Rule 11 letter identifying inaccuracies WCASOA refused to correct in
4 its FAC (Motion, Ex. 16).

5 The Nevada Supreme Court has repeatedly held that speculation and conjecture are not
6 evidence. In *Pegasus v. Reno Newspapers, Inc.*, the Court explained that the non-moving party
7 must come forward with *evidence*, as one "is not entitled to build a case on the gossamer threads
8 of whimsy, speculation and conjecture," and that once a motion is properly supported, the
9 opponent "may not rest upon *general allegations and conclusions, but must, by affidavit or*
10 *otherwise, set forth specific facts*" showing a genuine factual issue. *Pegasus v. Reno Newspapers,*
11 *Inc.*, 118 Nev. 706 (2002) (emphasis added). The same principle appears in *Spencer v. Klementi*,
12 where the Supreme Court affirmed summary judgment because the plaintiff "did not present any
13 evidence" beyond allegations. "general allegations ... are insufficient to survive summary
14 judgment." *Spencer v. Klementi* 136 Nev. 325 (2020).

15 Consistent with these rules, the EMRB recognizes that when a motion to dismiss is
16 converted under NRCP 12(b), the summary-judgment burden applies. *See Thomas v. Las Vegas*
17 *Metropolitan Police Department*, Item No. 588 (2005) The moving party first demonstrates an
18 absence of evidence on an essential element; then the non-moving party must set forth specific
19 facts (by affidavit or otherwise) showing a genuine issue of material fact. If the opponent offers
20 only argument or general allegations, summary judgment is appropriate.

21 Under NAC 288.200(1)(c) and NAC 288.375(1), the Board must dismiss a
22 prohibited-practice claim that lacks probative evidence sufficient to raise a justiciable controversy.
23 The Opposition's unsupported assertions, particularly regarding alleged "unilateral changes" in
24 the terms and conditions of employment for WCASOA members, cannot satisfy that threshold.
25 On the present record, the County's sworn evidence shows continuity, no implemented changes

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1 to the CBAs, and good-faith accommodations to preserve all bargained-for rights. Dismissal for
2 lack of probable cause (and, alternatively, as spurious under NAC 288.375(5)) is required.

3 **II. The Complaint Is Time-Barred Under NRS 288.110(4) (or, in the alternative,**
4 **Premature)**

5 Under NRS 288.110(4), the six-month limitations period begins when the complainant has
6 actual or constructive notice of the alleged prohibited-practice. *See Washoe County Sheriff's*
7 *Supervisory Deputies Ass'n v. Washoe County*, Item No. 789 (Oct. 17, 2013) (citing *Pershing*
8 *County Law Enforcement Ass'n v. Pershing County*, Item No. 725C (May 17, 2013) (“it is the
9 actual occurrence of the event, rather than some pre-occurrence indication of intent, that
10 determines the six-month limitations period”); *Cone v. Nevada Service Employees Union*, 998
11 P.2d 1178, 1181 n.2 (2000).

12 It is undisputed that the former DAS Chief resigned on March 3, 2025. FAC at 4; Opp. at
13 21 and Motion, Ex. 5, WC0123–WC0127. WCASOA concedes that the County’s decision to not
14 appoint a new Chief is the root of all claimed unilateral changes, and that condition has remained
15 unchanged since March. *See* Opp. at pg 8, lines 3-4.

16 The Association’s position that the absence of a Chief modified the CBA is internally
17 inconsistent. On the one hand, it argues the statute should run from August 27, 2025, because only
18 then was there a “final decision” on hiring a Chief. Opp. at 18. On the other hand, it insists the
19 absence of a Chief since March 3, 2025 is the cause of the alleged contractual impacts. Under the
20 authorities cited above, the limitations period turns on the actual occurrence, here, the resignation
21 of the Chief, and WCASOA’s filings show that they had actual notice six months before filing
22 their initial complaint.

23 The Association cannot restart the limitations clock by pointing to August 27, 2025, when
24 discussions about a proposed restructuring of DAS occurred with the Association. Opp. at 4. This
25 discussion was informative and not final decisions. County staff present at those meetings did not
26 make, nor did they have authority to make a final decision on whether to appoint a new Chief. The

1 appointment of the Chief is statutorily reserved to the Board of County Commissioners. *See* NRS
2 211A.100. Importantly, the restructuring proposals discussed at the August 27 meeting have still
3 not taken effect (they take effect January 1, 2026 after the modification of county code), and more
4 importantly no employee has or will experience any change in wages, benefits, or classification.
5 Mere discussions about a proposed legislative action or operational changes do not toll the
6 limitations period where, as WCASOA alleges, the operative event was the absence of a DAS
7 Chief. The Complaint was filed on October 8, 2025, more than six months after March 3, so the
8 claim premised on the absence of a Chief is untimely and must be dismissed.

9 WCASOA's alternative theory, that the limitations period runs from a "final decision,"
10 fails for an independent reason: the "final decision" occurred after WCASOA filed its Complaint
11 and FAC. The restructuring required formal legislative action by the Board of County
12 Commissioners at noticed public meetings; the ordinance was adopted on November 18, 2025,
13 after the original Complaint (October 8, 2025) and after the FAC (November 5, 2025), with an
14 effective date of January 1, 2026.¹ (Motion, Ex. 10, WC0146–WC0153.) As of the FAC's filing
15 date, no final Board action had been taken and, more importantly, no restructuring has taken effect
16 and no transfer has occurred. Even after the restructuring does go into effect, it is undisputed there
17 will not be any changes to any term or condition of employment.

18 If the operative event is March 3, 2025, the Complaint is untimely; if it is the
19 restructuring/final adoption, the claim is unripe because adoption post-dates filing and does not
20 take effect until January 1, 2026. Either way, dismissal under NRS 288.110(4) is required.

21 **III. No Unilateral Change Occurred**

22 WCASOA's assertion that the County made "unilateral changes" to mandatory subjects of
23 bargaining by not appointing a Chief and by proposing to restructure DAS is both factually and
24

25 ¹ *See* Minutes from the November 18, 2025 meeting where the Washoe County Board of County Commissioners
26 voted on modifying the County Code to eliminate the Department of Alternative Sentencing. Minutes available at:
<https://washoe-nv.legistar.com/View.ashx?M=M&ID=1245087&GUID=A875EB14-3544-4127-A43D-6979C6EAF895>

1 legally unsupported. The CBAs do not guarantee a specific titleholder; they guarantee processes
2 which remain intact and functional. WCASOA's reliance on *Operating Engineers Local 3* is
3 misplaced because those cases involved actual, implemented changes to the substantive rights
4 afforded under mandatory bargaining subjects without negotiation.² The Association fails to
5 provide evidence a single employee's rights under the CBA that were affected by the resignation
6 of the chief. There is no evidence presented that a member was disciplined without the bargained
7 for process, denied the ability to file a grievance, or otherwise affected in a way that demonstrates
8 any change to the negotiated standards. The CBAs' grievance and discipline provisions remain
9 fully operational, as evidenced by WCASOA's own grievance filing and progression to
10 arbitration. Nevada law requires proof of an actual alteration of a term or condition of employment,
11 not speculation or hypothetical impacts, and WCASOA offers none. Its argument rests entirely on
12 conjecture, not evidence. The claim fails as a matter of law and should be dismissed.

13 **A. No alteration of contract terms occurred; rights remain fully administered.**

14 The CBAs remain intact and continue to be fully administered: wages, benefits, leave,
15 training, grievance procedures, and discipline standards and appeal processes remain unchanged
16 and unaffected. Since March 3, 2025, Sergeant Kautz has performed administrative functions
17 previously handled by the Chief and has received out-of-class pay consistent with Article 18.
18 WCASOA's May 22, 2025, email confirms it understood and accepted this continuity, explicitly
19 stating DAS "does not currently have a chief" and requesting that Sgt. Kautz "continue to receive
20 out-of-class pay until such time as a Chief is appointed" (Opposition, Ex. 1). The Association has
21 also filed grievances, received responses, and selected an arbitrator, thereby confirming the
22 grievance process remains operational. These facts demonstrate continuity and good faith by the
23 County, not unilateral modification. (See Motion, Ex. 5 (Hurley Decl.); Ex. 7–8 (out of class pay
24 emails); Ex. 11–12 (grievance and County response); Ex. 13 (leave/payroll data). Likewise, the
25 Opposition provides no actual evidence to the contrary that any of these provisions or any other

26 ² *Operating Engineers, Local 3 of the International Union of County of Lander*, Item No. 346, Case No. AI-045553

1 provisions of the CBA have been affected. The Association relies on nothing but conclusory
2 allegations that are contradicted by the facts.

3 **B. County did not refuse to negotiate but rather offered concrete contractual**
4 **accommodation to ensure continuity.**

5 To avoid any ambiguity and preserve all bargained-for rights of the Association, the
6 County offered, in writing, two practical paths moving forward:

- 7 • Designation of a WCSO manager to act in the capacity of “Chief” for contractual
8 purposes, including grievance processing and references throughout the CBAs; and
- 9 • A side agreement/MOU under Article 37 substituting “Sheriff and/or designee” for
10 “Chief” so that all procedural requirements under the CBAs continue to operate
11 unchanged while reflecting the updated organizational structure. (See Motion, Ex.
12 12 (County grievance response).)

13 These offers to accommodate were made to preserve contractual existing rights, not to
14 make unilateral changes to the members’ rights. They reflect compliance and a willingness to
15 collaborate, not a refusal to bargain or make a unilateral alteration to the CBAs.

16 **C. The restructuring has not yet been implemented; the claim is premature.**

17 The County’s approved restructuring has not yet taken effect. No employee has been
18 transferred, reclassified, or lost any benefit. Nevada law requires an actual alteration of terms or
19 conditions of employment to establish a unilateral change, not hypothetical or future events. *See*
20 *SEIU Local 1107 v. Clark County*, Item No. 881 (Oct. 4, 2022).

21 WCASOA’s Opposition offers no evidentiary support showing that any actual change to
22 contract terms has occurred, no affidavits, declarations, or authenticated exhibits demonstrating
23 altered wages, benefits, classifications, or grievance administration. Nothing has changed in the
24 CBAs or in the administration of covered rights. The County acted to maintain continuity
25 (including out of class pay and contractual accommodations) and offered cooperative solutions to
26 ensure the agreements continue to function. Under NAC 288.200(1)(c) and NAC 288.375(1),

1 unsupported assertions cannot meet the probable-cause threshold to avoid dismissal of the
2 complaint. WCASOA's unilateral-change theory therefore fails as a matter of law and should be
3 dismissed.

4 **D. The Association's claim that the County took away take-home Vehicles fails.**

5 WCASOA's claim that the County acted in bad faith by "unilaterally removing" take-home
6 vehicles and misrepresenting its actions is both legally and factually unsupported.

7 **1. No actual change occurred.**

8 The County did not implement any change to the take-home vehicle practice. The record
9 shows only that the County reviewed vehicle assignments for IRS compliance and risk exposure
10 and notified the Association of a possible change. After meeting with WCASOA on May 21, 2025,
11 the County did not proceed with any change. At the time the Complaint and FAC were filed, all
12 bargaining unit members retained their take-home vehicles. (Motion, Ex. 5 (Hurley Decl.),
13 WC0125.) All members still retain their take-home vehicles at this time.

14 Notifying the Association of a potential change and then deciding not to implement it is
15 not a unilateral change under NRS 288.270. Nevada law requires an actual alteration of a term or
16 condition of employment, not a proposed change that never materialized. *See SEIU Local 1107*,
17 Item No. 881 (Oct. 4, 2022). The Opposition's claim of bad faith is unsupported by the clear
18 record and the evidence presented with the Motion. On the contrary, the Opposition provides no
19 evidence that the County ever went through with the alleged change, and it cannot, because the
20 change never occurred.

21 **2. Past practice theory fails.**

22 Even assuming take-home vehicles could constitute a past practice, WCASOA must show
23 by clear and convincing evidence that the practice was altered. *See City of Reno v. Reno Fire Dep't*
24 *Admin. Ass'n*, 111 Nev. 1004, 1009–10 (1995). Here, the CBAs are silent on vehicle assignments
25 (Motion, Ex. 1–2), and Policy 703 expressly reserves vehicle assignments to County discretion,
26 stating it "shall not be construed to create or imply any contractual obligation" to provide assigned

1 take-home vehicles. (Motion, Ex. 14, WC0177–WC0184.) Most importantly, no change was
2 implemented as previously discussed. Again, the WCASOA offers no evidence to contradict the
3 sworn declaration in support of the County’s Motion. Without an actual alteration or denial of
4 rights, the claim fails as a matter of law. Because no unilateral change occurred and the record
5 contains no evidence of bad faith, the Board should dismiss the Association’s take-home vehicle
6 claim with prejudice.

7 **E. The Association’s impact bargaining argument fails because there is no present**
8 **impact and there was no refusal to negotiate by the County.**

9 WCASOA’s impact-bargaining theory fails on its own elements.³ Even assuming
10 management is exercising a non-negotiable right under NRS 288.150(3), impact bargaining
11 requires (1) a demonstrable impact that is significantly related to a mandatory subject and
12 severable from the decision, (2) a written demand to negotiate impacts, and (3) a refusal by the
13 employer. *See SEIU Local 1107* Item No. 881 (citing *County of Washoe v. WCEA*, EMRB Case
14 No. A1-045365 (Mar. 8, 1984)). On this record, no impact has occurred: the proposed restructuring
15 has not taken effect; no transfers have been implemented; and no changes to wages, benefits,
16 classifications, or grievance rights are shown. (Motion, Ex. 5 (Hurley Decl.), WC0123–WC0127;
17 Ex. 9 (Yacoben Decl.), WC0143–WC0144; Ex. 13 (leave/payroll data), WC0175–WC0176.)

18 The Association fails to meet the first prong because they offered no evidence of an impact
19 on a topic of mandatory bargaining. The failure to provide this evidence causes this claim to fail.
20 However, under EMRB precedent the Association must “demand, in writing, to negotiate the
21 impact” of any managerial decision before a refusal-to-bargain claim can lie. *See SEIU Local 1107*
22 Item No. 881. Yet the Association’s November 3 email places the onus on the County, stating it
23 “would be and is willing to discuss any proposed changes to the CBA that the county would like

24 _____
25 ³ The Association’s opposition introduces a new impact-bargaining claim that is not pleaded and therefore not properly
26 before the Board. Nevada law does not permit parties to raise new claims in summary-judgment briefing; such theories
must be pleaded, not argued for the first time in opposition. *See Ramani v. Chabad of S. Nev., Inc.*, 127 Nev. 1168
(2011)(unpublished). The Board should disregard the new claim. Even if considered, it fails for other reasons.”

1 to address” and asking “which articles the county would like to address” if it seeks renegotiation,
2 rather than demanding impact bargaining over specific, identified effects. (Opp. Ex. 2) Because
3 WCASOA’s own correspondence invites the County to identify potential changes instead of
4 asserting a written demand to bargain impacts, it cannot satisfy prong three of the
5 impact-bargaining test and its refusal-to-bargain theory fails. *See* WCASOA Opposition at 11–12.

6 Moreover, the record establishes there was not a refusal by the County: in its November 4,
7 2025 written response, the County stated to WCASOA that it is “not presently seeking to reopen
8 or renegotiate” the CBA because “the terms of the CBA remain unchanged and in effect.” The
9 County further stated that, “should there be any rights, benefits, conditions, or other terms of the
10 agreement that may be impacted as a result of the possible upcoming transfer of employees, the
11 County will engage in discussions with the Association at the appropriate time and in accordance
12 with its obligations under NRS Chapter 288,” adding that this “is not to suggest that any such
13 changes are currently contemplated or inevitable,” but affirms the County’s “commitment to good
14 faith dialogue” and its openness to informal resolution. Opp. Ex. 2. This language is the antithesis
15 of a refusal to negotiate; it evidences the County’s willingness to cooperate and bargain over any
16 impacts, undermining the Association’s claim. (Opp. Ex. 2).

17 Impact bargaining theory is not a vehicle to restrain management rights over hypothetical
18 harms; WCASOA seeks to preempt lawful decisions before any severable, concrete impact exists,
19 which Board precedent forbids. The claim is premature, fails as a matter of law, and should be
20 dismissed.

21 **IV. The Board’s Authority Is Limited; the Association’s Requested Relief Oversteps the**
22 **Board’s Jurisdiction**

23 WCASOA asks the Board to (i) compel the County to appoint a Chief, and (ii) block or
24 undo the Board of County Commissioners’ legislative decision to dissolve DAS effective January

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26 //

1 1, 2026. Both requests exceed the Board’s statutory authority and violate separation-of-powers
2 principles.

3 **A. The Board has no authority to order appointments or enjoin legislative acts.**

4 Under NRS 288.110(2), the Board may adjudicate Chapter 288 disputes and, if a
5 prohibited-practice is found, may order a party to refrain from the action complained of or restore
6 a wrongfully withheld benefit. The statute does not authorize the Board to compel a
7 hiring/appointment decision, create or fill management positions, or invalidate an ordinance
8 enacted by a governing body. NRS 288.110(2).

9 Further, NRS 288.110(3) provides that injunctive relief may be issued only by a court and
10 only to enforce a final Board order. The Nevada Supreme Court has made clear that Chapter 288
11 does not vest the Board with preliminary injunctive authority or implied powers to restrain
12 government operations while claims are pending. *City of Henderson v. Kilgore*, 122 Nev. 331, 333
13 (2006). The Board’s remedial toolbox is limited to labor-relations remedies (refrain/restore); it
14 cannot command appointments, rewrite organizational charts, or enjoin a duly adopted ordinance.

15 **B. Separation-of-powers bars administrative intrusion into legislative policy choices.**

16 Nevada’s separation-of-powers doctrine prohibits administrative bodies from intruding on
17 core legislative functions. Here, the BCC, acting legislatively, amended County Code to dissolve
18 DAS effective January 1, 2026. A Board order blocking implementation of that ordinance or to
19 compel the County to maintain/refill a particular management post would improperly subordinate
20 legislative authority to an administrative tribunal. *See Nevada Policy Research Inst., Inc. v.*
21 *Cannizzaro*, 138 Nev. 259, 264 (2022) (reaffirming separation-of-powers protections). NRS
22 211A, requires the Board of County Commissioner’s to appoint a Chief of DAS. The Board’s
23 jurisdiction is limited to Chapter 288 labor disputes; it cannot invalidate or override legislative
24 acts or direct how the County organizes its departments. NRS 288.110(2) (3); *Kilgore*, 122 Nev
25 at 333.

26 //

1 **C. NRS 211A does not create a bargainable duty to appoint a chief and the Board**
2 **still could not order one.**

3 WCASOA's reliance on NRS 211A.110 (identifying the DAS Chief as appointing
4 authority) conflates permissive statutory authority of the BCC with collective-bargaining duties.
5 NRS 211A.100 provides that the Chief is appointed by the governing body and serves in the
6 unclassified service; these statutes do not impose any duty under Chapter 288 to fill the position
7 at a particular time or transform permissive appointment decisions into mandatory subjects of
8 bargaining. Decisions regarding organizational structure, staffing levels, assignments, and
9 reporting relationships are reserved management rights under NRS 288.150(3) and Article 4 of
10 the CBAs. (Motion, Ex. 1 (Non-Supervisory CBA, Article 4, WC0006); Ex. 2 (Supervisory CBA,
11 Article 4, WC0042).)

12 Even if the Board accepted WCASOA's statutory reading, the EMRB still could not order
13 the County to appoint a Chief. Such relief lies outside the EMRB's powers and would intrude on
14 the BCC's legislative/managerial discretion, again barred by NRS 288.110 and *Kilgore*.
15 Additionally, as a practical matter, there will be no DAS Chief position to fill as of January 1,
16 2026, because the County will no longer have a Department of Alternative Sentencing organized
17 under NRS Chapter 211A.

18 The Board should deny WCASOA's requests for relief that would compel an appointment
19 or enjoin a duly enacted ordinance and should confine any remedy to the refrain/restore powers
20 authorized by NRS 288.110(2).

21 **D. The County preserved all contractual rights and made offers of practical**
22 **accommodations.**

23 The Association's premise that the absence of a Chief "removes" rights under the CBAs
24 is contradicted by the record. All substantive rights (wages, leave, discipline standards,
25 grievance/arbitration) remained in force; administrative duties were temporarily delegated to a
26 designated manager who received out-of-class pay under Article 18. The Association filed a

1 grievance, received a written response, and advanced the matter—confirming the grievance
2 process operates. To address label-specific references in the CBAs, the County also offered a side
3 letter substituting “Sheriff and/or designee” for “Chief.” These are good-faith accommodations,
4 not unilateral changes.

5 Because the Board cannot lawfully grant the relief requested by the Association (on order
6 compelling the County to appoint a Chief and to override a duly enacted ordinance), the Board
7 should deny those requests and grant the Motion to Dismiss. The EMRB may not direct staffing,
8 mandate appointments, or enjoin legislative policy choices; its role is limited to labor-relations
9 remedies set forth in NRS 288.110.

10 **V. Interference with the Exercise of Rights Under Chapter 288 (NRS 288.270(1)(a))**

11 An interference claim under NRS 288.270(1)(a) requires proof that the employer engaged
12 in conduct that (1) can reasonably be viewed as tending to interfere with, coerce, or deter protected
13 activity; (2) implicates activity protected by Chapter 288; and (3) lacks a substantial and legitimate
14 business justification. *See AFSCME, Local 4041 v. State of Nevada, DHHS (Desert Regional*
15 *Center)*, Item No. 861-B (2021); *Juvenile Justice Supervisors Ass’n v. Clark County*, Item No.
16 834 (2018). The Board also recognizes that “the expression of any views, argument, or opinion
17 shall not be evidence of an unfair labor practice” absent threats or promises of benefit. *See Nevada*
18 *Service Employees Union v. Clark County Water Reclamation District*, Case 2024-030, Item 905
19 (2024).

20 **A. Continuity of Association rights defeats the Association’s interference Claim.**

21 The substantive rights of the Association under the CBA remained unchanged. The County
22 approved leave and pay (e.g., >1,000 hours of leave post-March) (Motion, Ex. 13, WC0175–
23 WC0176), provided out-of-class pay consistent with Article 18 (Motion, Ex. 7–8, WC0131–
24 WC0141), processed grievances (Motion, Ex. 11–12, WC0163–WC0174), and offered written
25 accommodations to ensure contractual procedures remain effective: (i) designating a WCSO
26 manager to act as “Chief” for contractual purposes (including grievance processing), or (ii) a side

1 agreement/MOU under Article 37 substituting “Sheriff and/or designee” for “Chief.” (Motion, Ex.
2 12, WC0172.) The County’s steps reflect operational continuity, not coercion or restraint.

3 **B. Legitimate Business Justification**

4 Additionally, a substantial and legitimate business justification defeats an interference
5 claim. *See AFSCME, Local 4041*, Item No. 861-B (2021); *Juvenile Justice Supervisors Ass’n v.*
6 *County of Clark*, Case No. 201 7-020, Item No. 834 (2018). A comprehensive audit and
7 organizational restructuring to improve efficiency and public service are legitimate and statutorily
8 supported management actions. NRS 288.150(7) “recognize[s] and declare[s] the ultimate right
9 and responsibility of the local government employer to manage its operation in the most efficient
10 manner consistent with the best interests of all its citizens, its taxpayers and its employees,” and
11 NRS 288.150(3) expressly reserves to management the right to determine methods, means, and
12 personnel.

13 WCASOA concedes the County’s business reasons relate to “DAS not functioning to its
14 liking.” (Opp’n at 17.) That statement is accurate and supported by the Internal Audit (39 findings;
15 67 recommendations) and the BCC’s public legislative process. (Motion, Ex. 4, WC0102–
16 WC0121; Ex. 10, WC0146–WC0153.) These reasons fall squarely within the parties’ negotiated
17 and statutory management rights to manage operations efficiently and to determine methods,
18 means, and personnel. (NRS 288.150(3), (7); Motion, Ex. 1 (Non-Supervisory CBA, Art. 4,
19 WC0006); Ex. 2 (Supervisory CBA, Art. 4, WC0042).) In short, Board precedent and NRS
20 288.150 confirm that the County’s audited, efficiency-driven restructuring is a lawful legitimate
21 business justification and cannot sustain an interference claim.

22 Because WCASOA presents no evidence of conduct that tended to interfere with protected
23 rights, and the County’s record shows substantial, legitimate business reasons and continuity of
24 CBA administration, the Board should dismiss the interference claim brought under 288.270(1)(b)
25 for lack of probable cause. *See* NAC 288.375(1).

26 //

1 **VI. WCASOA's Domination/Interference Claim (NRS 288.270(1)(b)) Fails as a Matter**
2 **of Law and Fact**

3 NRS 288.270(1)(b) prohibits a local government employer from dominating, interfering
4 with, or assisting in the formation or administration of an employee organization. In its Opposition,
5 WCASOA relies on *Nevada Classified School Employees Ass'n v. Truckee–Carson Irrigation*
6 *District*, Item No. 647-B (May 14, 2009), but that case involved concrete employer actions that
7 actively aided a rival labor organization and undermined the recognized union's administration
8 (e.g., assistance with membership, communications control, diversion of union functions). Mere
9 external engagement by management with other public entities about proposed operational
10 changes is not domination or interference within the meaning of NRS 288.270(1)(h).

11 WCASOA's narrative is that the County with the Sheriff's Office and Justice Court met
12 about operational restructuring and did not invite WCASOA to those planning talks. What the
13 WCASOA is describing is operational planning; a core management right to determine
14 organization, methods, means, and personnel under NRS 288.150(3) and Article 4 of the CBAs.
15 This is not the administration of WCASOA, a labor organization. External engagement about how
16 services will be delivered (restructuring discussions with WCSO/justice court) does not equal
17 interference in WCASOA's administration under NRS 288.270(1)(b), particularly where its
18 exclusive recognition remains and union administrative functions continue. There is no evidence
19 the County (i) formed or assisted a rival employee organization, (ii) diverted union funds or
20 communications, or (iii) displaced WCASOA's internal functions.

21 Instead, the record reflects continued recognition of WCASOA as the exclusive
22 representative (CBAs, Art. 2) and normal performance of labor-relations channels (approving
23 leave, and processing grievances). WCASOA's own exhibit shows the County's written position
24 that the CBAs "remain unchanged and in effect" and that, if future impacts arise, the County will
25 engage in discussions at the appropriate time under NRS Chapter 288, remaining open to further

26 //

1 discussions. (Opposition, Ex. 2.) That is the *opposite* of interference with administration, it
2 acknowledges WCASOA's exclusive role and commits to dialogue.

3 WCASOA identifies no facts showing employer domination or assistance akin to facts in
4 *Nevada Classified School Employees Ass'n*. Because the allegations concern management-rights
5 planning rather than union administration, and the record shows continued recognition, the
6 domination/interference claim brought under NRS 288.270(1)(b) should be dismissed for lack of
7 probable cause. *See* NAC 288.375(1).

8 **VII. WCASOA's "Personal/Political Reasons" Claim (NRS 288.270(1)(f) Fails as a Matter**
9 **of Law and Evidence**

10 Under the burden-shifting framework used by the Board and the Nevada Supreme Court,
11 WCASOA must first present credible evidence that employees' personal or political
12 reasons/affiliations were a motivating factor in a County decision; only then does the burden shift
13 to the County, followed by any pretext showing. *See Reno Police Protective Ass'n v. City of Reno*
14 (1986), as modified by *Bisch v. LVMPD*, 129 Nev. 328 (2013); *David O'Leary v. LVMPD*, Item
15 No. 803 (EMRB May 15, 2015). Read in context, "personal or political reasons/affiliations"
16 addresses non-merit/non-fitness characteristics of employees (e.g., race, religion, sex, political
17 affiliation).

18 **A. The Association cannot make a prima facie showing.**

19 Neither the FAC nor the Opposition identifies or offers any evidence of an Association
20 member's personal/political affiliation that motivated the County's decision to restructure DAS.
21 The Association also did not provide evidence of adverse employment action taken because of
22 such protected status. A department wide re-structuring is not an adverse action against a member
23 of the Association.

24 Under the Board's burden-shifting framework, WCASOA must first show County action
25 was motivated by an employees' personal/political reasons/affiliations, i.e., non-merit/non-fitness
26 characteristics. Commissioner Clark's comments, focused on reputation, efficiency, and

oversight; they do not target any protected personal/political trait; they reflect policy considerations and support continued services within a more efficient structure. (Opps. Ex. 6 Minutes, C-000038–C-000039.)

WCASOA’s unpersuasive narrative that a single County commissioner’s comments on “public perception,” “reputation,” and generalized scrutiny, falls far short to fit the standard laid out in 288.270(1)(f)) and Board precedent. The Opposition ignores Commissioner Clark’s additional comments on efficiency, stakeholder buy-in and oversight. There is no dispute the comments were made by Commissioner Clark at the public meetings; however, those comments alone do not create a triable issue of fact. The Association cherry-picks comments to fit its narrative but its own exhibits demonstrate the whole picture. Accordingly, WCASOA has not established the prima facie element, and in any event the County’s legitimate business justifications (audit findings and efficiency-driven restructuring) defeat the claim. Based on the prima facie requirements and the Opposition’s lack of evidence of a non-merit motive or adverse action, its claim utterly fails.

B. The legitimate reasons that Pre-Date the quoted Remarks.

WCASOA relies *solely* on public comments by a lone County commissioner as the basis for its spurious claim. Those public remarks are not persuasive evidence of motive to overcome the substantial evidence presented to the Board. There is a clear evidentiary record demonstrating audit-driven, staff recommendation to restructure DAS that predated those comments and proceeded through the entire public ordinance modification process. This record establishes a legitimate, neutral rational, efficiency and oversight, independent of any alleged personal/political animus. WCASOA offers no evidence to the contrary.

- **July 18, 2024:** BCC approved the FY25 internal audit schedule including DAS. (Motion, Ex. 3, WC0079. WC0097–WC0101.)
- **April 9, 2025:** Internal Audit Division issued the DAS report (39 findings; 67 recommendations). (Motion, Ex. 4, WC0102–WC0121.)

- 1 • **Mid-2025:** CFO Yacoben/staff developed an efficiency-based plan to dissolve
2 DAS and transfer functions to WCSO (with existing
3 classifications/pay/benefits/CBAs preserved). (Motion, Ex. 9, WC0143–WC0144;
4 Ex. 10, WC0146–WC0153.)
- 5 • **Nov. 18, 2025:** BCC enacted the ordinance; effective **Jan. 1, 2026**. (Motion, Ex.
6 10.)

7 This record shows legitimate, neutral reasons, efficiency and oversight, and not any
8 personal/political animus against Association members.

9 **C. No Adverse Employment Action, No Targeting, and No Ripeness.**

10 WCASOA does not provide any evidence or identify any discipline, demotion, pay cut,
11 reclassification, or benefit loss imposed on unit members due to protected affiliations.
12 Additionally, no transfer/reorganization has occurred yet that would survive the County’s Motion
13 on ripeness. On that basis alone, the 288.270 (1)(f) claim is unripe and should be dismissed. (*See*,
14 e.g., Motion, Ex. 12, WC0169–WC0172 (status quo statement and engagement commitment); Ex.
15 9, WC0143–WC0144.)

16 **D. Public Remarks Do Not Establish Motive or Pretext**

17 WCASOA relies entirely on isolated, *post hoc* public comments by a single County
18 commissioner about reputation and embarrassment. Those remarks:

- 19 • Post-date a staff-driven recommendation grounded in the FY25 audit process;
- 20 • Do not identify or target any Association member’s personal or political affiliation;
- 21 and
- 22 • Apply department-wide, not selectively to WCASOA members.

23 The fact that the restructuring applied to all Department employees (those represented and
24 unrepresented) destroys the Associations’ argument that its members were targeted for personal
25 or political reasons. And critically, the restructuring of DAS required a vote of the Board of
26 County Commissioners at noticed public meetings. The ordinance dissolving DAS was adopted

1 by the full Board on November 18, 2025, following staff presentation and the efficiency-based
2 rationale. These remarks cannot carry WCASOA's prima facie burden, and do not create a triable
3 issue of pretext against the County's documented neutral reasons.

4 The Board must dismiss WCASOA's NRS 288.270(1)(f) claim for failure to plead a prima
5 facie case, for lack of any adverse employment action tied to protected personal/political
6 affiliations, and as unripe. This Board must deny any relief that would effectively enjoin a
7 legislative ordinance.

8 **VIII. Conclusion**

9 The FAC is wrought with conclusory allegations that have no basis in law or fact.
10 WCASOA's Opposition rests on argument, not evidence. It offers no affidavits, declarations, or
11 authenticated exhibits showing any implemented change to wages, benefits, classifications,
12 grievance administration, or other contractual rights; its filing does not meet the probable-cause
13 threshold required to raise a justiciable controversy. NAC 288.200(1)(c); NAC 288.375(1). On
14 this record, the Board should dismiss the First Amended Complaint in its entirety under NAC
15 288.375(1) for lack of probable cause, and, alternatively, as spurious under NAC 288.375(5), and
16 deny any relief requested by the Association.

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AFFIRMATION PURSUANT TO NRS 239B.030 AND 603A.040

The undersigned does hereby affirm that the preceding document does not contain the personal information number of any person.

Dated this 31st day of December, 2025.

CHRISTOPHER J. HICKS
Washoe County District Attorney

By /s/ CHARLES W. LEHMAN
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5, I certify that I am an employee of the Office of the District Attorney of Washoe County, over the age of 21 years and not a party to nor interested in the within action. I certify that on this date, a true and correct copy of the foregoing document was emailed to the following electronic mail address:

Employee Management Relations Board
emrh@business.nv.gov

Ron Dreher
dreherlaw@outlook.com

Dated this 31st day December, 2025.

/s/ S. Haldeman
S. Haldeman

Washoe County (Respondent)

Reply in Support of Supplemental Motion to Dismiss

FILED
February 13, 2026
State of Nevada
E.M.R.B.
3:39 p.m.

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8 **BEFORE THE EMPLOYEE MANAGEMENT RELATIONS BOARD**
9 **STATE OF NEVADA**

10 * * *

11 WASHOE COUNTY ALTERNATIVE
SENTENCING OFFICERS ASSOCIATION,

Case No. 2025-021

12 Petitioners,

13
14 WASHOE COUNTY,

15 Respondent.
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19 **REPLY IN SUPPORT OF SUPPLEMENTAL MOTION TO DISMISS**

20 Washoe County submits this Reply supporting its Supplemental Motion to Dismiss the
21 First Amended Complaint. The "Chief" claim is moot because, effective January 1, 2026, the
22 Sheriff is designated as 'Chief' for CBA administration. This designation eliminates the alleged
23 defect and leaves no effectual relief for the Board to grant. The Association's claim that the
24 supplemental motion deprived it of the standard 14-day briefing periods in NAC 288.240 is moot
25 in light of the Board's order allowing additional filings. The Association availed itself of that
26 opportunity, eliminating any prejudice. With a designated Chief and day-to-day designee in place,

1 there is no effectual relief the Board can grant on this issue.

2 **I. Introduction**

3 The Association's opposition misstates both the nature of mootness and the County's
4 actions. NAC 288.240(3) sets timing for motions, but those timelines cannot override the
5 jurisdictional principle that tribunals lack authority to decide moot controversies. Nevada law
6 confirms that a controversy must remain live throughout the proceeding and that subsequent events
7 may render a claim moot. *See Valdez-Jimenez v. Eighth Judicial Dist. Court*, 136 Nev. 155, 158
8 (2020).

9 Here, the FAC's "no-Chief" theory is premised on the absence of a designated Chief to
10 administer CBA provisions. That premise no longer exists. Effective January 1, 2026, the Sheriff
11 is designated as "Chief" for CBA administration, with a written delegation for day-to-day
12 approvals, leaving no effectual relief for the Board to grant. Any claimed prejudice about briefing
13 schedules is also moot; the Board's January 22, 2026, order permitted additional filings, and the
14 Association availed itself of that opportunity.

15 The County did not seek to deprive the Association of its response rights under NAC
16 288.240; the supplemental motion is a separate and distinct filing intended to address mootness
17 only, should the unilateral change claim survive the pending motion to dismiss or summary
18 judgment. The Board should accord no weight to the Association's assertions that are (a)
19 contradicted by documentary exhibits, and (b) unsupported by affidavit, data, or contract language.
20 Under NAC 288.375(1) and (5), such allegations do not supply probable cause and warrant partial
21 dismissal.

22 **II. Mootness Is Jurisdictional and May Be Raised Anytime**

23 NAC 288.240(3) provides that motions directed at complaints must be filed before the
24 answer is due. However, mootness is not a procedural technicality, it concerns whether a live
25 controversy exists that the Board has authority to decide. Nevada law is clear: "A controversy
26 must be present through all stages of the proceeding, and even though a case may present a live

1 controversy at its beginning, subsequent events may render the case moot.” *Valdez-Jimenez*, 136
2 Nev. at 158. Like courts, the Board resolves actual controversies. *See All. for Am.'s Future v. State*
3 *ex rel. Miller*, 128 Nev. 878, 381 P.3d 588 (2012); NAC 288.200. Here, the FAC’s “no-Chief”
4 theory is premised on the absence of a designated Chief to administer CBA provisions. That
5 premise no longer exists. The Sheriff’s designation as Chief for CBA purposes provides the very
6 administrative authority the Association claimed was missing. There is no effectual relief left for
7 the Board to grant. Mootness *can and should* be raised whenever it arises because it goes to the
8 tribunal’s fundamental authority to act.¹ Accordingly, the ‘no-Chief’ premise has been eliminated,
9 the Board should dismiss the FAC’s ‘no-Chief’ claim as moot for lack of a live controversy.

10 **III. Authority to Appoint Management Rests with the County.**

11 The Association’s position reflects disagreement with who was assigned, not with the
12 CBAs’ negotiated provisions. Decisions about who fills management role, and when, are reserved
13 for management under the CBAs and law. Nevada law and Board precedent confirm that decisions
14 regarding organizational structure and appointments are management rights, provided the
15 substantive terms of the CBA remain intact. *See Carson City Employees Ass’n v. Carson City*,
16 EMRB Item 433 (1998) (holding management retains authority to structure departments and
17 assign managerial roles where substantive CBA terms remain intact). This is consistent with the
18 express provisions of Article 4 of the CBAs at issue.

19 Nevada law reserves management the non-negotiable rights to hire, direct, assign, transfer
20 and determine personnel by which services are provided. *See* NRS 288.150(3) and Article 4
21 (Rights of Management) in both WCASOA CBAs. Nothing in the CBAs grants the Association
22 the right to bargain over the identity of supervisors or management officials; to the contrary,
23 Article 4 confirms such decisions are a management prerogative.

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25 ¹ The Board’s Jan. 22 order expressly permitted additional briefing on the supplemental motion, fully curing
26 any prejudice the Association claims from the timing; their own “Additional Response” acknowledges this.¹ Thus,
even assuming NAC 288.240’s briefing windows applied, the Board has already afforded process sufficient to address
mootness now.

1 The CBAs repeatedly use “Chief or designee” for approval functions (e.g., leave, call-back
2 pay, standby pay, training approvals), demonstrating the parties bargained for the underlying
3 substantive right and the function, not for any particular person to hold the title. Designating the
4 Sheriff for CBA administration, with day-to-day delegation, simply identifies which management
5 official supplies the approvals and cures the specific “no approver” defect the Association alleged.

6 The Association conflates the identity of the approving official with substantive bargained
7 for terms of employment. The CBAs’ substantive provisions for call-back, standby, training, and
8 uniforms remain unchanged; the County’s designation simply identifies which management
9 official executes approvals. EMRB precedent recognizes organizational structure and assignment
10 of managerial roles as management rights so long as substantive CBA terms remain intact. The
11 Sheriff’s designation cures the “no approver” defect alleged in the FAC.

12 The FAC acknowledges that the core grievance was the absence of a Chief for contract
13 purposes (FAC ¶¶ 22, 25–39). That concern has been resolved. Designating the Sheriff for CBA
14 administration, and delegating day-to-day approvals, cures the alleged ‘no approver’ defect
15 without altering substantive CBA rights. The Sheriff now serves as Chief for CBA administration,
16 and a designee handles day-to-day approvals for call-back, standby pay, training, uniforms,
17 precisely the functions the Association claimed were missing.

18 **IV. NRS 211A Does Not Apply After County’s Restructuring**

19 The Association’s reliance on NRS 211A and a 2003 Attorney General opinion is
20 misplaced. NRS 211A.080 makes the creation of a DAS permissive, not mandatory.² The County
21 lawfully eliminated the department through ordinance changes. Once the department ceased to
22 exist, statutory provisions governing appointment of a DAS Chief under NRS 211A.100 no longer
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24 ² To the extent the Association argues that the Sheriff’s designation violates NRS 248.040 or NRS 211A.110, those
25 statutory interpretation issues fall outside the Board’s jurisdiction under NRS Chapter 288, which is limited to
26 prohibited practices and bargaining obligations. Likewise, the Association’s invitation for broader statutory
interpretation (e.g., whether county “unclassified service” rules encompass constitutional officers), this contention
also fall outside EMRB’s limited jurisdiction. The only question on this supplemental motion is whether a live
controversy persists about the absence of a “Chief.” It does not.

1 apply. The Sheriff is not acting as "Chief of DAS" under NRS 211A; he is designated as Chief
2 solely for CBA purposes.

3 The Association's arguments assume the Sheriff was installed as the statutory DAS Chief
4 under NRS 211A.100. He was not. The Sheriff was designated only for internal CBA
5 administration, not appointed under NRS 211A.100. With DAS eliminated, there is no statutory
6 DAS Chief position to occupy. The Sheriff was designated solely to perform "Chief or designee"
7 approval functions referenced in the CBAs, an internal assignment, not a dual-office appointment
8 under NRS 211A.

9 The Association's reliance on the 2003 Attorney General opinion is equally misguided.
10 That opinion considered whether an elected Sheriff could simultaneously hold the statutory DAS
11 Chief office when DAS existed, concluding the offices were incompatible. Here, there is no dual
12 office: DAS has been eliminated, and the Sheriff's role is an internal managerial designation for
13 CBA approvals, not appointment to the statutory DAS Chief office.

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1 **V. Requested Relief**

2 There is simply no controversy that the Board has jurisdiction to decide. The County
3 respectfully requests partial dismissal, with prejudice, the FAC to the extent it alleges a prohibited
4 practice premised on the County's alleged "failure to appoint a DAS Chief" and the resulting
5 inability to administer CBA provisions requiring action by the "Chief or designee," because that
6 allegation is now moot. Any other allegations the Association asserts may proceed (if not
7 dismissed on substantive grounds), if at all, under the parties' pending filings and the Board's
8 scheduling orders.

9 **AFFIRMATION PURSUANT TO NRS 239B.030 AND 603A.040**

10 The undersigned does hereby affirm that the preceding document does not contain the
11 personal information number of any person.

12 Dated this 13th day of February, 2026.

13
14 By /s/ CHARLES W. LEHMAN
15 CHARLES W. LEHMAN
16 Deputy District Attorney
17 NV Bar No. 12994
18 BRANDON R. PRICE
19 Deputy District Attorney
20 Bar Number: 11686
21 One South Sierra Street
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26 ATTORNEYS FOR WASHOE COUNTY

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5, I certify that I am an employee of the Office of the District Attorney
3 of Washoe County, over the age of 21 years and not a party to nor interested in the within action.
4 I certify that on this date, a true and correct copy of the foregoing document was emailed to the
5 following electronic mail address:

6 Employee Management Relations Board
7 emrb@business.nv.gov

8 Ron Dreher
9 dreherlaw@outlook.com

10 Dated this 13th day of February, 2026.

11 /s/ Elle Thomas
12 Elle Thomas
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