

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

TUESDAY

10:00 A.M.

AUGUST 11, 2009

PRESENT:

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

**Nancy Parent, Chief Deputy Clerk**  
**Katy Simon, County Manager**  
**Melanie Foster, Legal Counsel**

The Washoe County Board of Commissioners convened at 10:09 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

**09-799            AGENDA ITEM 3 – PROCLAMATION**

**Agenda Subject: “Proclamation--August 15, 2009 as Washoe County Kindness Day. (All Commission Districts)”**

Commissioner Jung read and presented the Proclamation to Larry Hunt from the Summit Sierra Mall. Mr. Hunt discussed the “Kindness is Your Currency” campaign.

In response to the call for public comment, Garth Elliott and Sam Dehne asked the Board to express kindness by reinstating three minutes of public comment time. Mr. Elliott suggested the volunteer program was dysfunctional.

Commissioner Weber recommended the Kindness Campaign be advertised on the Washoe County Television station in future years. She thanked Mr. Hunt.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 3 be approved and adopted. The Proclamation for same is attached hereto and made a part of the minutes thereof.

**AGENDA ITEM 4 – PUBLIC COMMENT**

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

County Manager Katy Simon stated: "The Chairman and the Board of County Commissioners intend that their proceedings should demonstrate the highest levels of decorum, civic responsibility, efficiency and mutual respect between citizens and their government. The Board respects the right of citizens to present differing opinions and views, even criticism, but our democracy cannot function effectively in an environment of personal attacks, slander, threats of violence, and willful disruption. To that end, the Nevada Open Meeting Law provides the authority for the Chair of a public body to maintain the decorum and to declare a recess if needed to remove any person who is disrupting the meeting, and notice is hereby provided of the intent of this body to preserve the decorum and remove anyone who disrupts the proceedings."

Cliff Low expressed concerns about fire and emergency medical service in West Washoe Valley in relation to a grant application for federal stimulus funds to build a new fire station in the Thomas Creek/Arrowcreek area. He hoped the Commission would ask legal counsel for an opinion about whether acceptance of the grant would obligate the County to build at the controversial location and to move personnel out of the Bowers Mansion station. He pointed out West Washoe Valley was divided into two fire districts, but the residents were united in their determination to preserve the current level of services.

Sam Dehne objected to the decorum statement read by Ms. Simon. He talked about the local news media.

Bill Fine said he attended an excellent meeting for public discussion of the Truckee River Flood Control Project. He urged citizens who were concerned about the redevelopment of downtown Reno along the River to pay attention to the Flood Project.

**AGENDA ITEM 5 – ANNOUNCEMENTS**

**Agenda Subject:** “Commissioners’/Manager’s Announcements, Requests for Information, Topics for Future Agendas and Statements Relating to Items Not on the Agenda. (No discussion among Commissioners will take place on this item.)”

Commissioner Breternitz noted there had been general dissatisfaction expressed with how area plans had been handled, and requested an agenda item for the Board to discuss the issue. He stated a committee was working on a number of issues related to the Regional Shooting Facility, and wondered when a report might be ready for

the Board's review. He asked for an agenda item as soon as possible to talk about the Commissioners' committee and board assignments.

Commissioner Jung requested an agenda item to update the Board on the volunteer program, including discussion of participants and how the program was being operated and tracked. She said she was interested in the creation of a committee to allow work with citizens and developers on moving toward a two-map system, which might lead to a more citizen-friendly process for updating area plans. She asked for an update from the Truckee Meadows Water Authority (TMWA) and/or the Health Department to discuss a program called IRefill.com, as well as an educational update about the proposed placement of hydration stations in local schools and public facilities.

Commissioner Weber talked about the Annual Conference for the National Association of Counties scheduled July 16 through July 20, 2010 in Reno. She stated approximately 4,000 attendees were expected, and the goal was to have every county in Nevada involved.

Chairman Humke asked staff to determine the scope of an agenda item for the Board of Fire Commissioners of the Sierra Fire Protection District (SFPD). He indicated the SFPD was facing a number of challenges and its boundaries were problematic. He invited the Commissioners to make suggestions. He asked the SFPD management to stop engaging in Town Hall meetings where it was not prepared to answer all of the questions that came up.

Chairman Humke challenged citizens to donate peanut butter for the Food Bank of Northern Nevada's campaign at the Reno Aces game on August 14, 2009.

**DISCUSSION – CONSENT AGENDA ITEMS 6A-6E2, 6G1-6M1 AND 6M3-6N3 (SEE MINUTE ITEMS 09-802 THROUGH 09-836 BELOW)**

Commissioner Larkin requested that Agenda Items 6F1, 6F2 and 6F3 be removed from consent and considered along with Items 11 and 12. He noted all of the items pertained to the District Court. (Please see discussion below, as well as minute items 09-838 through 09-842.)

Following a request by Commissioner Breternitz, Agenda Item 6M2 was removed from the consent agenda to allow for a separate discussion and vote. (See minute item 09-837 below.)

**09-802      AGENDA ITEM 6A – MINUTES**

**Agenda Subject: “Approve minutes for the Board of County Commissioners’ regular meetings of April 28, May 12, May 26, June 9, June 16, June 23 and July 14, 2009 and Special County Commissioners’ meeting of May 18, 2009.”**

Commissioner Weber thanked staff for getting so many sets of minutes done, and stated they were “very darn good minutes.”

There was no response to the call for public comment.

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

**09-803            AGENDA ITEM 6B – MANAGEMENT SERVICES / GRANTS COORDINATOR**

**Agenda Subject: “Accept 2010 State Emergency Response Commission, United We Stand Grant [\$29,998 no match required]; and if accepted, authorize Chairman to execute Resolution to subgrant funds to other governments and nonprofits which make up the Local Emergency Planning Committee (LEPC), authorize the County Manager, or her designee, to sign Contracts and/or Memorandums of Understanding with local LEPC members and direct Finance to make appropriate Fiscal Year 2010 budget adjustments. (All Commission Districts)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6B be accepted, authorized, executed and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**09-804            AGENDA ITEM 6C – LAW LIBRARY**

**Agenda Subject: “Accept grant award [\$9,550 - no matching funds] from State Bar of Nevada, LRIS Public Service Grant Program, to the Law Library for the Estate Planning and Probate Resources Project; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts)”**

There was no response to the call for public comment.

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

**09-805            AGENDA ITEM 6D – TRUCKEE RIVER FLOOD MANAGEMENT PROJECT**

**Agenda Subject: “Approve Truckee River Flood Project’s Fiscal Year 2009/10 public education and meetings, awareness, outreach and special events program budget [not to exceed \$33,000 - revenue for these expenditures is provided by the 1/8 cent sales tax dedicated to planning, implementing and operating the Truckee River Flood Project. (All Commission Districts)”**

There was no response to the call for public comment.

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

**09-806            AGENDA ITEM 6E1 – DISTRICT ATTORNEY’S OFFICE**

**Agenda Subject: “Adopt and execute a Resolution declaring Washoe County’s intent to transfer a portion of the Mills B. Lane Justice Center located at 1 South Sierra Street in Reno, Nevada and certain easements related thereto to the City Of Reno for a municipal court facility and setting a date for a hearing at which objections can be heard and other matters properly related thereto. (All Commission Districts)”**

Commissioner Weber requested further explanation of the agenda item. Katy Simon, County Manager, noted it was necessary to transfer some of the physical space to the City of Reno in order to subsequently create a condominium agreement. Melanie Foster, Legal Counsel, explained the City of Reno and Washoe County signed a 2002 Interlocal Agreement for the joint planning and construction of the Mills Lane Justice Center. It had been the intent for the City and the County to own the building as a condominium after it was completed and occupied. She pointed out the building had been occupied since early 2006, and the County was leasing space to the City until documents to effectuate the final ownership interests could be completed. She referenced pages 2 and 3 of the staff report, which listed the numerous agreements and easements required to carry out the intent of the 2002 Interlocal Agreement. She stated the Board was first required by statute to set a hearing at which comments would be considered regarding the intent to transfer a portion of ownership to another governmental entity.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6E1 be adopted, approved and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**09-807            AGENDA ITEM 6E2 – DISTRICT ATTORNEY’S OFFICE**

**Agenda Subject: “Adopt and execute a Resolution requesting the assistance of the Attorney General in the prosecution of Karen Lekas-Mawhorter and other matters properly related thereto. (All Commission Districts)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6E2 be adopted, approved

and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**09-808            AGENDA ITEM 6G1 – DISTRICT HEALTH DEPARTMENT**

**Agenda Subject: “Ratify Interlocal Agreement between the County of Washoe (Department of Juvenile Services) and Washoe County Health District to provide consultative and clinical services for the period upon ratification through June 30, 2010; and if approved, authorize Chairman to execute Interlocal Agreement. (All Commission Districts)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6G1 be ratified, approved, authorized and executed. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**09-809            AGENDA ITEM 6G2 – DISTRICT HEALTH DEPARTMENT**

**Agenda Subject: “Approve amendments [totaling increase of \$25,000 in both revenue and expenses] to the adopted Fiscal Year 2009/10 Family Planning Grant Program, IO 10025, to bring the Fiscal Year 2009/10 adopted budget into alignment with the grant; and if approved, direct Finance to make appropriate budget adjustments. (All Commission Districts)”**

Commissioner Weber said she would vote against the item. She stated the family planning grant money came from taxpayer dollars during difficult economic times. She noted there were no specific statistics included in the staff report. She questioned whether the County should be in the family planning business, and suggested faith-based or community-based organizations should take on such responsibilities.

Commissioner Jung indicated she served on the District Board of Health, where the issue had been looked at extensively. She noted the District had done previous presentations before the Commission to explain why the County could not get out of Title X funding. She indicated there was nobody in the community who was willing and able to take over the grant. She requested a future agenda item for the Commission to receive an explanation of what steps the Health District had taken and what the ramifications would be to give the grant to another agency, as well as to address the issue of reaching out to faith-based organizations. She commented there was a mandate to have a District Board of Health and to provide many of the services included in the grant.

Chairman Humke agreed an agenda item was needed on the issue. He wondered why the medical and social services communities were not stepping up, and remarked that healthcare was going to hit like a tsunami from Washington.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried with Commissioner Weber voting “no,” it was ordered that Agenda Item 6G2 be approved and directed.

**09-810            AGENDA ITEM 6G3 – DISTRICT HEALTH DEPARTMENT**

**Agenda Subject: “Accept donation of printed and audio-visual educational materials [valued at \$4,699] from Nevada State Health Division for the Washoe County Health District Home Visitation Program. (All Commission Districts)”**

County Manager Katy Simon thanked the Nevada State Health Division for their generous donation.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6G3 be accepted.

**09-811            AGENDA ITEM 6G4 – DISTRICT HEALTH DEPARTMENT**

**Agenda Subject: “Acknowledge donation from Nevada State Health Division of items to be used by and for the benefit of the Washoe County Health District Tuberculosis Program [\$2,872.04]. (All Commission Districts)”**

County Manager Katy Simon thanked the Nevada State Health Division for their generous donation.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6G4 be acknowledged.

**09-812            AGENDA ITEM 6G5 – DISTRICT HEALTH DEPARTMENT**

**Agenda Subject: “Approve budget amendments [totaling an increase of \$10,021 in both revenue and expense] to the Fiscal Year 2010 Tuberculosis Program Grant budget (IO 10035) and expenditures for food purchases and incentives/enablers - budgeted amount for these items is \$5,370, not including the 10% categorical funding adjustment allowed by the grantor; and if approved; direct Finance to make appropriate budget adjustments. (All Commission Districts)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6G5 be approved and directed.

**09-813            AGENDA ITEM 6G6 – DISTRICT HEALTH DEPARTMENT**

**Agenda Subject: “Approve budget amendments [totaling a net increase of \$2,911] in both revenue and expenses to the Fiscal Year 2010 Tobacco Education and Prevention Grant (IO 10010) and Diabetes Prevention and Control Program Grant (IO 10747) budgets; and if approved, direct Finance to make appropriate budget adjustments. (All Commission Districts)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6G6 be approved and directed.

**09-814            AGENDA ITEM 6H – HUMAN RESOURCES**

**Agenda Subject: “Approve lump sum payment equal to .75% calculated for the period July 24, 2007 through June 30, 2008 and a .75% salary increase for non-represented Police/Fire PERS member employees in the Sheriff’s Department for the period July 1, 2008 through June 30, 2009. The cost of the lump sum payment for July 24, 2007 through June 30, 2008 is \$2,865. The cost of the general salary increase effective July 1, 2008 is approximately \$3,695.04 for a total retroactive cost of \$6,560. The cost of the increase for 2009-2010 is projected at \$3,791. Events which could potentially trigger wage increases retroactive to July 1, 2008 shall be evaluated following the closing and final audit of the County’s adopted Fiscal Year 2008/09 books dependent on the ending fund balance. (All Commission Districts)”**

Commissioner Weber said she did not think the agenda item and staff report were clear. County Manager Katy Simon agreed the staff report did not fully explain that there had been a statutory increase of 1.5 percent in payments to the Public Employees Retirement System (PERS). She said it was spelled out in State Legislation and in the County’s labor agreements that such increases were shared equally between the employees and the County. Jim German, Human Resources Manager, explained the agenda item provided for non-represented personnel to receive the same adjustment that had been negotiated with the bargaining units. Commissioner Weber wondered how many employees were affected. Mr. German indicated there were three Assistant Sheriffs affected, and the amounts provided were combined totals for all three of the employees.

There was no response to the call for public comment.

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

**09-815            AGENDA ITEM 6I1 – LIBRARY**

**Agenda Subject: “Accept Nevada Arts Council Grant for Fiscal Year 2010 [\$1,750 with \$1,750 match required - funded from Library Gift Funds] for the Northwest Library Art Gallery operation; and if accepted, authorize the Library Director to execute the grant-award documents and direct Finance to make necessary budget adjustments. (All Commission Districts)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6I1 be accepted, authorized and directed.

**09-816            AGENDA ITEM 6I2 – LIBRARY**

**Agenda Subject: “Accept a John Ben Snow Memorial Trust Grant for calendar year 2009 [\$5,000 – no local match required] for the South Valley Library operation of the John Ben Snow Gallery; and if accepted, authorize the Library Director to execute the grant-award documents and direct Finance to make necessary budget adjustments. (All Commission Districts)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6I2 be accepted, authorized and directed.

**09-817            AGENDA ITEM 6J1 – PUBLIC WORKS**

**Agenda Subject: “Approve appointment of Michael Gump, P.L.S. as County Surveyor (retroactive to August 3, 2009) and authorize \$73,328 as annual compensation retroactive to August 3, 2009 pursuant to Washoe County Code Section 5.119.3. (All Commissioner Districts)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6J1 be approved and authorized.

**09-818            AGENDA ITEM 6J2 – PUBLIC WORKS**

**Agenda Subject: “Award bid for Health Department - Air Quality Tenant Improvement project to the lowest responsive and responsible bidder (staff**

**recommends Reyman Brothers Construction) [\$79,900 - funding source General Fund]; and if awarded, authorize Chairman to execute contract documents. (Commission District 3)”**

Commissioner Weber questioned whether the “storefront property” in the County’s 9th Street administrative complex was the best location for the offices of the Air Quality Division. Dan St. John, Director of Public Works, stated the 2001 Facilities Master Plan contained a recommendation to consolidate all permit functions on the first floor of Building A. He noted Air Quality was part of the Permits Plus team, and staff was also working under the Board’s directive to save money on leased space.

Commissioner Breternitz requested clarification of more recent planning for space utilization in the building. Mr. St. John stated Adult Services had been moved to Building C, the Reno Fire Marshall was relocated to Building B, and some Health Services nursing functions were consolidated in Building B. He indicated immediate plans were focused only on those activities that would pay their way, meaning the money saved in lease payments would pay for moving costs and tenant improvements. He referenced the summary included on page 2 of the staff report.

Commissioner Weber said she hoped to see space in the building utilized to create a place where people would want to spend time. She suggested a future agenda item to look at incorporating ATM machines or places where people could get information. Commissioner Breternitz requested a brief update on the current status of the Facilities Master Plan. Commissioner Jung asked that the update include an accounting of all space that was not currently being used in County facilities.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6J2 be awarded, authorized and executed.

**09-819            AGENDA ITEM 6J3 – PUBLIC WORKS**

**Agenda Subject: “Approve Resolution declaring the County’s intent to lease a small area (982 sf) of APN 019-140-12 to Sacramento-Valley Limited Partnership d/b/a Verizon Wireless as authorized within NRS 244.2815; and other matters properly related thereto; approve 10-year Land Lease Agreement and Memorandum of Land Lease Agreement between the County of Washoe and Sacramento-Valley Limited Partnership d/b/a Verizon Wireless for use of a small portion of County property located within APN 019-140-12, on the south end of the Washoe County Golf Course, as authorized within NRS 244.2815; [anticipated annual revenue \$14,400 - will be directed to Washoe County Regional Parks and Open Space Golf Course Enterprise Fund 520]; and if all approved, authorize Chairman to execute the above referenced documents. (Commission District 1)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6J3 be approved, authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**09-820            AGENDA ITEM 6J4 – PUBLIC WORKS**

**Agenda Subject: “Approve First Amendment to Lease between the County of Washoe and Roter Investments, L.P. for a 36-month term (retroactive to July 1, 2009 through June 30, 2012), acknowledge a lease concession and extend the term for one year, for the continued occupancy of Sierra View Library Branch located at Reno Town Mall, 4001 S. Virginia Street, Reno; and if approved, authorize Chairman to execute the Amendment [no fiscal impact for Fiscal Year 2009/10]. (Commission District 2)”**

Commissioner Weber acknowledged the concessions made by the landlord to reduce lease costs for the Library.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6J4 be approved, authorized and executed.

**09-821            AGENDA ITEM 6J5 – PUBLIC WORKS**

**Agenda Subject: “Approve Employee Housing Agreement between the County of Washoe and Michael J. Furlong, a Washoe County Regional Parks and Open Space employee, concerning provision of and residing in a County-owned residence located within Davis Creek Park [Public Works, through its Facility Management Division, will provide on-going maintenance estimated to be nominal in value and will be absorbed within the adopted operating budget of the Public Works Department - employee will pay all utility expenses incurred]; and if approved, authorize Chairman to execute Agreement. (Commission District 2)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6J5 be approved, authorized and executed.

**09-822            AGEND AITEM 6J6 – PUBLIC WORKS**

**Agenda Subject: “Approve Interlocal Cooperative Agreement between Washoe County, City of Reno, City of Sparks and Washoe County School District for General Vehicle Maintenance and Repair Resource Sharing; and if approved, direct Chairman to execute the Agreement. (All Commission Districts)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6J6 be approved, directed and executed. The Interlocal Cooperative Agreement for same is attached hereto and made a part of the minutes thereof.

**09-823            AGENDA ITEM 6K1 – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Adopt Resolution accepting real property (APN’s 148-282-03, 148-301-03, 148-302-01, 148-303-03, 148-304-03 totaling 1.159 acres) for use as a non-motorized public trail corridor within the Galena Canyon Subdivision; and if approved, authorize Chairman to execute Resolution and Director of Regional Parks and Open Space to record Resolution. (Commission District 2)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6K1 be adopted, approved, authorized, executed and recorded. The Resolution for same is attached hereto and made a part of the minutes thereof.

**09-824            AGENDA ITEM 6K2 – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Accept donations [cash \$14,576 and \$1,553.34 in-kind (trees and pool furniture)] from various businesses, organizations and individuals for Department of Regional Parks and Open Space programs and facilities; and if accepted, direct Finance to make appropriate budget adjustments. (All Commission Districts)”**

County Manager Katy Simon thanked the various businesses, organizations and individuals for their generous donations.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6K2 be accepted and directed.

**09-825            AGENDA ITEM 6K3 – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Accept donations [cash \$700 and \$81.59 in-kind (supplies)] in support of the Department of Regional Parks and Open Space Adopt-A-Park volunteer program and acknowledge volunteer efforts throughout the park system; and if accepted, direct Finance to make appropriate budget adjustments. (All Commission Districts)”**

County Manager Katy Simon thanked the various individuals for their volunteer efforts and their generous donations.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6K3 be accepted and directed.

**09-826            AGENDA ITEM 6K4 – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Approve Agreement between the County of Washoe and The Great Reno Balloon Race, Inc. for an event to be held at Rancho San Rafael Regional Park, September 8-13, 2009 [\$6,300 revenue for Washoe County]; and if approved, authorize the Chairman to execute Agreement. (Commission Districts 3 and 5)”**

Commissioner Larkin disclosed he was a non-compensated Trustee for the Great Reno Balloon Race. Melanie Foster, Legal Counsel, stated there was nothing in the Agreement that would work to Commissioner Larkin’s individual pecuniary advantage, so it was not necessary for him to recuse himself from the vote.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6K4 be approved, authorized and executed.

**09-827            AGENDA ITEM 6K5 – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Accept additional grant award [\$14,021.65 - in-kind match \$3,505] from Nevada Department of Conservation and Natural Resources, Division of Forestry Urban and Community Forestry Program, to conduct a tree inventory and I-STRATUM assessment for Washoe County Regional Parks and Open Space Pah Rah and Truckee River Districts and City of Sparks Parks and Recreation (this is an additional award to the existing Phase II grant); and if accepted, authorize Regional Parks and Open Space Director to sign all necessary documents associated**

**with the grant and authorize Finance to make appropriate budget adjustments. (Commission Districts 3, 4 and 5)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6K5 be accepted and authorized.

**09-828            AGENDA ITEM 6L1 – SENIOR SERVICES**

**Agenda Subject: “Accept grant award from Nevada Law Foundation for Senior Law Project [\$34,000 no County match] retroactively for the period July 1, 2009 through December 31, 2009. (All Commission Districts)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6L1 be accepted.

**09-829            AGENDA ITEM 6L2 – SENIOR SERVICES**

**Agenda Subject: “Authorize purchase of refreshments for Department of Senior Services’ sponsored public meetings and events [not to exceed \$3,000] for Fiscal Year 2009/10. (All Commission Districts)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6L2 be authorized.

**09-830            AGENDA ITEM 6L3 – SENIOR SERVICES**

**Agenda Subject: “Acknowledge cash donations [\$1,575.70] for the period June 1, 2009 through June 30, 2009. (All Commission Districts)”**

County Manager Katy Simon thanked the various donors for their generosity.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6L3 be acknowledged.

**09-831            AGENDA ITEM 6L4 – SENIOR SERVICES**

**Agenda Subject: “Approve Interlocal Agreement between the County of Washoe and the City of Reno for the purpose of partially funding the Temporary Assistance for Displaced Seniors (TADS) Program [initial amount \$2,100 and not to exceed \$4,200 during Fiscal Year 2009/10]; and if approved, authorize Chairman to execute Agreement and Finance to make appropriate budget adjustments. (All Commission Districts)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6L4 be approved, authorized and executed. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**09-832            AGEND AITEM 6M1 – SOCIAL SERVICES**

**Agenda Subject: “Accept grant [\$50,000 - no County match] from Casey Family Programs to expand the Family Solutions Team process; and if accepted, authorize Department of Social Services to expend the grant revenue and direct Finance to make appropriate budget adjustments. (All Commission Districts)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6M1 be accepted, authorized and directed.

**09-833            AGENDA ITEM 6M3 – SOCIAL SERVICES**

**Agenda Subject: “Accept cash donations [\$664] and Juror Fee donations [\$3,440]; and if accepted, authorize Department of Social Services to expend these funds to benefit children in care and families who are clients and direct Finance to make appropriate budget adjustments for Fiscal Year 2009/10. (All Commission Districts)”**

County Manager Katy Simon thanked the various individuals for their generous donations.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6M3 be accepted, authorized and directed.

**09-834            AGENDA ITEM 6N1 – DEPARTMENT OF WATER RESOURCES**

**Agenda Subject: “Approve First Amendment to the North Spanish Springs Floodplain Detention Facility Agreement between the County of Washoe and Peavine Construction, Inc. for an additional two year warranty for the Calle De La Plata soil cement channel [no fiscal impact]. (Commission District 4)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6N1 be approved.

**09-835            AGENDA ITEM 6N2 – DEPARTMENT OF WATER RESOURCES**

**Agenda Subject: “Approve Interlocal Agreement between the County of Washoe and Western Regional Water Commission for the investment of Regional Water Management Funds in the Washoe County Investment Pool [no fiscal impact]; and if approved, authorize Chairman to execute Agreement. (All Commission Districts)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6N2 be approved, authorized and executed. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**09-836            AGENDA ITEM 6N3 – DEPARTMENT OF WATER RESOURCES**

**Agenda Subject: “Approve and authorize Chairman to execute two Water Rights Deeds between Washoe County and Truckee Meadows Water Authority (TMWA) exchanging Steamboat Creek water rights (18.75 acre-feet) for Truckee River water rights (7.50 acre-feet) previously deeded to Washoe County by TMWA. (Commission District 2)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6N3 be approved, authorized and executed.

**09-837            AGENDA ITEM 6M2 – SOCIAL SERVICES**

**Agenda Subject: “Authorize Department of Social Services to increase the reimbursement rate for Emergency Room services from the Fiscal Year 2009 reduced rate of 30% of billable charges to 35% and increase Outpatient**

**reimbursements from the Fiscal Year 2009 reduced rate of 30% of billable charges to 40% for Fiscal Year 2009/10. (All Commission Districts)”**

Commissioner Breternitz requested the agenda item be taken out of consent to allow for separate discussion. He expressed concern about the timing for voluntarily raising the reimbursement rate given the County's current financial state. He said he understood the rates paid by the County would still be considerably lower than what had been paid for such services in the past, but observed there was no detailed estimate of the fiscal impact.

Kevin Schiller, Director of Social Services, explained the hospital reimbursement rate was previously reduced to avoid a projected shortfall of \$4 million in the Health Care Assistance Program (HCAP) budget for fiscal year 2008/09. He stated the emergency room and outpatient charges were not constant from month to month, but were monitored by staff nearly every day. He noted the Board's approval of the previous reduction included authorization to proportionately return excess savings to the hospitals after the end of the 2008/09 fiscal year. He suggested staff could monitor the first quarter 2009/10 expenses and return to the Board with projections based on the rate increases.

Commissioner Breternitz stated he did not want to shortchange the community's hospital system, but felt responsibility for the County's fiscal well being. He pointed out another option might be to keep the rates where they were and look at projections after one quarter. Mr. Schiller indicated the hospitals had taken a significant hit in a couple of key areas related to indigent healthcare assistance during the 2009 Legislative Session. He said he felt obligated to come before the Board to acknowledge the excess savings based on the previous reduction, and felt some of the excess could be given back to support the community and the hospitals. He acknowledged a more conservative option would be to leave the rates intact and revisit them in another quarter.

Commissioner Jung asked Mr. Schiller to talk about why the County cared about hospital reimbursement, as well as to discuss the HCAP, the indigent care fund, and what was being done to balance costs so they did not come back to hit the County harder. Mr. Schiller said, although it was not solely responsible, the County had the primary responsibility to provide healthcare assistance to meet the needs of the community's indigent population. With respect to the economy, he noted there was no crystal ball to predict where things would end up, so staff closely monitored the costs in order to make projections. As discussed at the July 14, 2009 Commission meeting, he indicated staff was looking closely at clients who dropped off the HCAP caseload because of participation in other community programs. He stated there was a strong correlation between the senior and the indigent populations, and Social Services was collaborating with Senior Services to avoid future costs. County Manager Katy Simon pointed out the County's hospital partners willingly lowered their reimbursement rates during hard times, and it was important to keep those partnerships as healthy as possible. She reiterated that the hospitals were very hard hit during the 2009 Legislative Session. She observed the proposed increase in the reimbursement rate still provided the County with a very significant discount on billed charges. She explained the costs for emergency

and outpatient services were significantly less than the inpatient costs that might result if people were not taken care of.

Commissioner Breternitz made a motion to wait one quarter before raising the reimbursement rates. There was no second to the motion.

Commissioner Weber pointed out there had been some give and take from the hospitals, and suggested the Board should move forward with the rate increases.

Commissioner Larkin disclosed he was a compensated board member for one of the hospital entities. Melanie Foster, Legal Counsel, stated the code of ethical standards allowed an elected official to vote on a matter where the impacts on the official in his/her private capacity were the same across the board for anyone who would hold the private position. On that basis, she advised Commissioner Larkin that he could vote on the agenda item.

Commissioner Larkin observed the reimbursement rate had previously been reduced from 60 percent to 30 percent of billable rates. He stated much of the community's primary healthcare was currently being done through the emergency rooms, and the reimbursement was displacing costs from indigent funds. He stated the hospitals were hurting and it was a moderate rate increase.

Commissioner Larkin requested that staff provide quarterly updates to the Board. Chairman Humke agreed.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Chairman Humke, which motion duly carried on a 4-1 vote with Commissioner Breternitz voting "no," it was ordered that Agenda Item 6M2 be authorized.

**COMBINED DISCUSSION – AGENDA ITEMS 6F1, 6F2, 6F3, 11 AND 12 (SEE MINUTE ITEMS 09-838 THROUGH 09-842 BELOW)**

Commissioner Larkin requested that Agenda Items 6F1, 6F2 and 6F3 be removed from consent and considered along with Items 11 and 12, which all pertained to the District Court. He requested a staff report concerning Item 6F3.

Howard Conyers, Court Administrator, stated there were five Specialty Courts within the Second Judicial District Court, including: Adult Drug Court (including Diversion Court), Mental Health Court, Felony DUI Court, Family Drug Court, and Juvenile Drug Court. He referenced an attachment to the staff report, which showed the numbers of clients in each of the programs as of June 30, 2009. He noted approximately \$1.7 to \$1.8 million was spent annually on the Specialty Courts, and about one-third of the funds came from Washoe County to pay the salaries of six employees. He stated there was no money available for the costs of an evaluation component in the Specialty Courts.

Mr. Conyers stated there were no cost increases over the previous year in any of the Professional Services Agreements, and each of the Agreements covered a three-year cycle. He announced the first docket of a new Veterans' Court would take place October 7, 2009, pursuant to statutes passed by the 2009 Legislature. He said the District Court was not asking for more resources to fund the docket. He pointed out the purpose was to identify people with service-related problems such as mental health issues or substance abuse, and link them with services through the Veterans Administration and the Veterans Hospital. It was anticipated approximately 30 veterans would be served to begin with, and the number was expected to grow.

Commissioner Larkin said there was good movement toward metrics. He questioned the lack of reporting on outcomes. Mr. Conyers said it was still the intent to move toward finding and tracking outcomes. He agreed to look at the literature to see what outcome surveys were available. Commissioner Larkin acknowledged the evaluation of programs was expensive and not always cost effective. He said he believed everyone was interested in trying to solve problems and achieve successful outcomes in the court system. He observed there was a fiduciary responsibility to make sure the General Fund money was spent in the most cost effective manner, and that could not be done without an analysis of outcomes. He asked Mr. Conyers to come back within 60 days to provide the Board with a detailed plan for implementing a system to measure outcomes, including an estimated timeline.

Commissioner Larkin referenced the study attached to the staff report about the Multidimensional Family Therapy (MDFT) program in the Juvenile Drug Court. He expressed concern as to whether the limited outcomes justified the level of expenditure. He indicated there might be other community resources available to provide assistance. Katy Simon, County Manager, noted there were other variables in addition to the rate of graduation, such as a significantly decreased number of arrests for those participating in the program. She suggested Juvenile Services and the District Court could return at a later meeting to present the report and discuss outcomes in more detail. Mr. Conyers agreed. Commissioner Larkin said he was not questioning the continuation of the Specialty Courts themselves, just the effectiveness of the MDFT program.

**09-838            AGENDA ITEM 6F1 – DISTRICT COURT**

**Agenda Subject: “Approve Professional Services Agreements for Family Drug/Alcohol Rehabilitation Services for Family Drug Court (one between the County of Washoe (through Second Judicial District Court) and Bristlecone Family Resources [\$61,181] retroactive to July 1, 2009 and one between the County of Washoe (through Second Judicial District Court) and Step 2 [\$61,181] retroactive to July 1, 2009, for the period July 1, 2009 to June 30, 2010); and if approved, authorize Chairman to execute both Agreements. (All Commission Districts)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Chairman Humke, which motion duly carried, it was ordered that Agenda item 6F1 be approved, authorized and executed.

**09-839            AGENDA ITEM 6F2 – DISTRICT COURT**

**Agenda Subject: “Approve Professional Services Agreement for Juvenile Drug/Alcohol Rehabilitation Services for Juvenile Drug Court between the County of Washoe (through District Court) and Quest Counseling and Consulting, Inc. [\$44,100] retroactive to July 1, 2009, for the period July 1, 2009 to June 30, 2010; and if approved, authorize Chairman to execute Agreement. (All Commission Districts)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Chairman Humke, which motion duly carried, Agenda Item 6F2 was continued until future discussion could take place about the effectiveness of the Multidimensional Family Therapy program.

**09-840            AGENDA ITEM 6F3 – DISTRICT COURT**

**Agenda Subject: “Acknowledge receipt of Fiscal Year 2008/09 Status Report of Metrics and Evaluation Efforts of the Specialty Courts. (All Commission Districts)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Chairman Humke, which motion duly carried, it was ordered that Agenda Item 6F3 be acknowledged.

**09-841            AGENDA ITEM 11 – DISTRICT COURT**

**Agenda Subject: “Recommendation to approve Professional Services Agreement for Drug/Alcohol Rehabilitation Services for Adult Drug Court between the County of Washoe (through Second Judicial District Court) and Bristlecone Family Resources [\$550,103] retroactive to July 1, 2009, for the period July 1, 2009 to June 30, 2010; and if approved, authorize Chairman to execute Agreement. (All Commission Districts)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Chairman Humke, which motion duly carried, it was ordered that Agenda Item 11 be approved, authorized and executed.

**09-842            AGENDA ITEM 12 – DISTRICT COURT**

**Agenda Subject: “Recommendation to approve Professional Services Agreement for Life Skills Services for Adult Drug Court and Diversion Court between the County of Washoe (through the Second Judicial District Court) and Case Management Services [\$167,988] retroactive to July 1, 2009, for the period July 1, 2009 to June 30, 2010; and if approved, authorize Chairman to execute Agreement. (All Commission Districts)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Chairman Humke, which motion duly carried, it was ordered that Agenda Item 12 be approved, authorized and executed.

**09-843            AGENDA ITEM 9 – APPEARANCE**

**Agenda Subject: “Appearance: Jeff Fontaine, Executive Director, Nevada Association of Counties (NACO). Update on NACO activities.”**

Jeff Fontaine, Executive Director of the Nevada Association of Counties (NACO), thanked Commissioner Weber for her leadership as President of the Nevada Association’s Board of Directors and as a representative to the National Association’s Board of Directors. He thanked Chairman Humke for his service on the NACO Board, as well as the Board for the Fund for Hospital Care for Indigent Persons. He said it was NACO’s role to fight for and provide assistance to the 17 member counties in the State. He discussed the organization’s goals and history, and explained that membership in the Nevada Association also granted membership in the National Association. He remarked there were a number of county commissioners in the State who were on steering committees to help formulate national policy, including a very strong public lands steering committee. He outlined several of the statutory and State committees to which many of the Commissioners and some County management personnel were NACO appointees.

Mr. Fontaine talked about NACO’s involvement in State and federal legislative issues. On the federal level, he indicated NACO was tracking reauthorization of the Clean Water Act, and was opposed to a language change that could broaden the federal government’s jurisdiction. He noted NACO was actively working on proposals for the reauthorization of mining reform and renewable energy on public lands. He described some of the actions taken by the 2009 Legislature to balance its budget.

Mr. Fontaine identified two important interim studies authorized by the State Legislature. He indicated SCR 37 would study the State’s revenue structure, including the allocation of State and local revenues. He said SB 264 included an effort to study home rule for local governments in Nevada, and created an interim technical advisory commission on intergovernmental relations. He noted there was an upcoming

NACO Board meeting to discuss an aggressive strategy concerning the State's budget issues. He said it was necessary to get people to understand what county commissioners did on a day-to-day basis and what services were provided by the counties.

Chairman Humke remarked there were some predictions that a Special Legislative Session to deal with revenue generation would be necessary late in 2009. Mr. Fontaine acknowledged he had heard the same predictions. He pointed out State revenues were coming in below projections that were made as recently as May 2009. He suggested it was necessary to rally all of the counties and county commissioners in the State around the same position, and to be present in full force at the Legislature or in front of the Governor's Office.

Chairman Humke commented it was unfortunate but necessary that the counties had to spend so much money to lobby the Legislature. Mr. Fontaine agreed it was necessary to maintain the lobbyists until the counties were treated as partners by the State rather than as special interests. He stated there needed to be collective discussion among the county governments to make the public aware of the impacts to essential county services after the Legislature balanced their budget by taking county revenues.

Commissioner Weber indicated there was an upcoming NACO Board meeting, where discussion would take place about a public awareness campaign. She commended all of the 73 commissioners in the State who went to the 2009 State Legislature and tried to be partners in working with them, as well as with the Governor. She indicated there was a State Conference coming up and she hoped Washoe County would be a participant.

Commissioner Larkin asked what types of threats or opportunities might be coming from the federal government. Mr. Fontaine indicated the Clean Water Act, legislation involving burros and wild horses, healthcare reform and climate change legislation would all impact Nevada. He pointed out there was a lot of information available through the NACO website and newsletter. Commissioner Larkin wondered what NACO was doing in addition to its website to help 73 elected officials understand the issues. Mr. Fontaine explained NACO typically looked at federal legislation, analyzed it, provided information to members, and gathered input. He said the analysis on healthcare reform had not yet been completed, but the bill reauthorizing the Clean Water Act would soon be brought before the Board of Directors for an official resolution stating their opposition. Once the Board took a position, the information would be sent back to the congressional delegation and to others.

Commissioner Larkin requested NACO updates to the County Commission twice a year.

Commissioner Weber discussed the National Association. She pointed out every member of the County Commission had the ability to serve on national boards. She noted former Commissioner Sferrazza served on the Justice Committee. She hoped some of the Commissioners would participate, particularly with the National Conference

coming to Reno in 2010. Chairman Humke remarked it was the Commission's responsibility to get in the game. He observed Commissioners Breternitz and Jung recently attended their first National Association meeting.

**09-844            AGENDA ITEM 10 – APPEARANCE**

**Agenda Subject: “Appearance: Alexandra Profant – Presentation on Washoe Outreach Interpretation Program.”**

Alexandra Profant, Director of The Tahoe Foundation, conducted a PowerPoint presentation, which was placed on file with the Clerk. She explained the Tahoe Foundation was an offshoot of the Incline Vision effort in Washoe County, whose slogan was *Preservation through Education and Innovation*. She said the organization's direction was to use innovation through the allied design fields of architecture, planning and engineering to effect changes to the Lake's total maximum daily load, including air and water quality. She stated the Foundation had many local community and international members who all loved Lake Tahoe. She pointed out the Lake Tahoe Basin was served by many federal agencies, two states, five counties, and several local government agencies, all of whom were supporting the Foundation's community collaboration. She listed numerous educational organizations involved with the Foundation's efforts.

Ms. Profant indicated the Foundation's first projects were focused on improving bus shelters, and the first projects would be located on the North Shore in Washoe and Placer Counties. She displayed examples of the graphics and public art that would provide easy to read fares and schedules. She showed a rendering of a shelter. She said artists would celebrate stories at each shelter based on the seasons, biodiversity and various histories at the Lake. She noted off-grid lighting elements would be used to make people feel safe using the shelters. She said the Foundation hoped to implement the shelter concept region-wide, with the help and support of government agencies. Ms. Profant observed the project would provide twenty to fifty seasonal and/or full-time jobs if it was fully funded. She explained the project was incorporating the use of timber salvaged from thinning operations and from the Angora fire site. She indicated there were future plans to implement the Tahoe Wayfinder, an iPhone application that would provide metrics from public transit users and ridership.

Commissioner Breternitz thanked Ms. Profant for her presentation.

**12:47 p.m.** The Board convened as the Board of Trustees for the South Truckee Meadows General Improvement District, with Commissioner Larkin having temporarily left the meeting.

**12:50 p.m.** Commissioner Larkin returned to the meeting.

**12:55 p.m.** The Board convened as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District with all members present

**1:39 p.m.** The Board reconvened as the Board of County Commissioners with all members present.

**DISCUSSION – BLOCK VOTE – AGENDA ITEMS 13, 17, 18, 19, 21, 23, 26 AND 27**

The Board consolidated Agenda Items 13, 17, 18, 19, 21, 23, 26 and 27 into a single block vote.

**09-845 AGENDA ITEM 13 – LIBRARY**

**Agenda Subject:** “Recommendation to accept a Friends of Washoe County Library donation for Fiscal Year 2010 [\$224,910 - no local match required] for restricted use toward the Sierra View Library’s operational needs; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts)”

Katy Simon, County Manager, thanked the Friends of Washoe County Library organization for its generous donation.

There was no response to the call for public comment.

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

**09-846 AGENDA ITEM 17 – PUBLIC WORKS**

**Agenda Subject:** “Recommendation to approve First Amendment to Lease between Wells Fargo Bank, N.A., and Washoe County for a 60-month term commencing retroactive to July 1, 2009 through June 30, 2014, to accept a lease concession and extend the term for the Public Defender located at #1 California Avenue, Reno, [fiscal impact for Fiscal Year 2009/10 is \$185,867 and covered within the Public Defenders budget]; and if approved, authorize Chairman to execute the Amendment. (Commission District 3)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 17 be approved, authorized and executed.

**09-847 AGENDA ITEM 18 – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject:** “Recommendation to accept State of Nevada Community Development Block Grant [\$223,739.94 - in-kind match \$44,547] for the Sun Valley Swimming Pool Rehabilitation Project; and if approved, authorize Chairman to sign the Notice of Grant award, authorize Director of Regional Parks and Open

**Space to sign all documents associated with the grant, authorize Public Works Department to bid the project elements and authorize Finance to make the appropriate budget adjustments. (Commission District 5)”**

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 18 be accepted, approved and authorized.

**09-848            AGENDA ITEM 19 – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Recommendation to approve a Resolution authorizing the sale of 111.1 acres (a portion of Canepa Ranch) to the United States of America (Department of Agriculture - Forest Service) pursuant to NRS 277.050 [\$1,525,000]; and if approved, authorize Chairman to execute the Resolution and direct Finance to make all appropriate cash transfers of sale proceeds from the general fund to the Parks Capital Fund 404-4422 upon final sale. (Commission District 5)”**

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 19 be approved, authorized, executed and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**09-849            AGENDA ITEM 21 – DEPARTMENT OF WATER RESOURCES**

**Agenda Subject: “Recommendation to authorize the Acting Purchasing and Contracts Administrator to issue a Purchase Order [\$141,376] to W.L. Gore & Associates, Inc., (sole source) for Soil Gas Screening Survey Modules and Analysis. (All Commission Districts)”**

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 21 be authorized.

**09-850            AGENDA ITEM 23 – DEPARTMENT OF WATER RESOURCES**

**Agenda Subject: “Recommendation to approve an Agreement between the Department of the Army and Board of County Commissioners, Washoe County, Nevada, for Design and Construction Assistance for the North Lemmon Valley-Heppner Phase 7 Project, approve Certification Regarding Lobbying, approve Disclosure of Lobbying Activities, for a Section 595 reimbursement grant [not to**

exceed \$1,636,500 with a County match from the Water Resources enterprise fund not to exceed \$545,500]; and if all approved, authorize Chairman to execute the Agreement, Certification and Disclosure. (Commission District 5)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 23 be approved, authorized and executed.

**09-851            AGENDA ITEM 26 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Recommendation to approve quarterly payments [\$327,577 - General Fund] as Washoe County’s share of the Truckee Meadows Regional Planning Agency’s budget for the fiscal year starting July 1, 2009 and ending June 30, 2010 (the first quarterly payment will be made immediately after County Commission approval, with the remaining 3 quarterly payments to be made at the beginning of each fiscal quarter. (All Commission Districts)”**

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 26 be approved.

**09-852            AGENDA ITEM 27 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Recommendation to accept Cooperative (Local Public Agency) Agreement between the County of Washoe and State of Nevada (Department of Transportation) to use Federal Highway Administration funding [\$353,986 - with \$18,630 County match (no General Funds)]; and if accepted, authorize Chairman to execute Agreement regarding Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21) funds secured to construct the Incline Way Pedestrian Path Project in Incline Village and authorize Comptroller to prepare revenue and expenditure accounts to administer grant. (Commission District 1)”**

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 27 be accepted, authorized and executed. The Cooperative Agreement for same is attached hereto and made a part of the minutes thereof.

**1:44 p.m.**            Chairman Humke declared a brief recess.

**2:10 p.m.**            The Board reconvened with Commissioner Larkin absent.

**Agenda Subject:** “Recommendation to accept Request for Proposal #2698-09 for golf operation/management of Sierra Sage Golf Course submitted by Performance Golf; and if accepted, authorize Director of Regional Parks and Open Space and Purchasing Administrator to negotiate an agreement for the Board of County Commissioners to possibly approve at a subsequent Board meeting (if an agreement cannot be negotiated or if Performance Golf cannot fulfill the contractual obligations at any time during the term of the agreement, Sierra Sage Golf Course will cease to operate as a golf course). (Commission District 5)”

Al Rogers, Assistant Director of Regional Parks and Open Space, indicated a Request for Proposals (RFP) was sent out in May 2009, and five proposals were received from a list of eight companies that expressed pre-bid interest. He stated all of the proposals were provided for the Commissioners’ review. He explained an evaluation process was used to produce raw scores ranking the proposals. He noted CourseCo, Inc. submitted a management fee proposal that did not meet the parameters of the RFP, but the other four proposals met the criteria for full management of the Golf Course with no financial responsibility to be borne by the County. These included proposals from Bell-Men Golf, Inc., Performance Golf, Sierra Golf Management and The Saulnier Group. Mr. Rogers said it was the staff recommendation to award to Performance Golf. He stated there were three full-time employees whose jobs would be eliminated irrespective of the contract decision.

**2:15 p.m.** Commissioner Larkin returned to the meeting.

Commissioner Breternitz observed that Bell-Men Golf offered revenue sharing after the first year of the contract and Performance Golf offered to share revenues after three years. He asked about the rationale for recommending Performance Golf. Mr. Rogers stated Performance Golf was the only proposer that provided a formal ten-year pro forma. He acknowledged the other proposers discussed financial information during their interviews, but did not provide it in writing.

Commissioner Weber referenced the following language from the staff report: “...if Performance Golf cannot fulfill the contractual obligations at any time during the term of the agreement, Sierra Sage Golf Course will cease to operate as a golf course.” She asked how the language could be changed. Mr. Rogers explained the Board previously directed that the Golf Course was to close if no agreement could be reached or if no company could be found to fulfill the obligations of managing the Course. Melanie Foster, Legal Counsel, indicated the Board could direct staff to alter the language of the agreement, but there had been no public noticing of any discussion to change the Board’s prior recommendation.

Commissioner Weber wondered how she could provide the public with an opportunity to see why Performance Golf was the recommended vendor. Mr. Rogers noted there was some confidential information contained in the proposals. He pointed out

the Board was not required to accept the staff recommendation for awarding the contract. He indicated the staff report contained a summary of each of the proposers' strengths and weaknesses. He observed Performance Golf had a long history of golf course management and maintenance, and their proposal provided very detailed operational, infrastructure and pricing plans. He characterized it as a very qualified company to take on the operation with no subsidy from Washoe County.

Commissioner Weber disclosed meetings with several individuals and golf organizations, as well as with S&S Construction Supplies (The Saulnier Group). She said The Saulnier Group's proposal reflected an understanding of the community's needs. She hoped everyone would work together if the Board moved forward with awarding the contract to Performance Golf.

Commissioner Larkin thanked the citizens' groups and golf subcommittee for their efforts. He asked which of the five proposers had been the most businesslike. Mr. Rogers replied Performance Golf supplied the most detailed financial information. He observed the most lucrative revenue split was offered by The Saulnier Group, but no financial information was provided to validate their data. Commissioner Larkin wondered whether all the proposers understood the nature of the arrangement to sustain the Golf Course. Mr. Rogers indicated the proposer that was awarded the contract would take on all operations, maintenance, food and beverage services, professional golf services, and other associated costs. Commissioner Larkin emphasized the contractors were not being asked to take on the debt service, which would continue to be maintained by the County.

Commissioner Jung thanked Bob Jacobsen of the Open Space and Regional Parks Commission. She acknowledged receipt of an email from Judith Bark, who was concerned about the way the contract was written. She pointed out the Board had given very clear direction to staff that the Golf Course would not stay open at County expense. She asked whether the Commission could pursue other alternatives if the contractor was unable to perform. Mr. Rogers stated the Board could give direction as to what steps should be taken if the contract had to be terminated. He indicated the Board could also choose to reopen the contract prior to termination.

Chairman Humke also acknowledged receiving Ms. Bark's email. He noted the wording in the staff report seemed to indicate the County would be out of the golf business if the contractor ceased operations for any reason. In that event, he wondered whether it was possible to complete a golf season by using an emergency staff or emergency contractor. Mr. Rogers suggested an emergency contractor was more appropriate. He indicated the contract could be structured with a 180-day termination clause to minimize the possibility of being caught in the height of a golf season. Chairman Humke asked whether Performance Golf's commitment to a ten-year term was a leading factor in the staff recommendation. Mr. Rogers said that was not necessarily the case, and it was possible to look at various term options.

Commissioner Weber stated it would be important to have an emergency back-up plan in the event the contractor ceased operation, at least to make sure the

grounds were taken care of. Mr. Rogers said staff would look carefully at protecting the County's interest in its assets before it came back to the Board with a contract.

Commissioner Breternitz hoped there would be some objective thresholds or benchmarks for performance established during the contract negotiations. He observed there should be contract terms that enabled the County to terminate the agreement if it was not happy with things such as customer satisfaction and grounds maintenance.

In response to the call for public comment, Randy Martin, Ralph Fellows, Judy Bark, Barbara Demarest, Jean Maxwell, Shirley Canale, Bonnie Foard and Jerry Heckathorn all spoke in favor of keeping the Golf Course open. Mr. Fellows, President of the Sierra Sage Men's Club, indicated the club members would help in any way possible. Ms. Demarest, President of Sierra Sage Women's Golf Club, noted the lady's and men's clubs had worked hard to generate more play, more tournaments and more donations for Sierra Sage. Ms. Bark wondered whether a new contractor would honor Smart Tickets until the end of the calendar year. Ms. Canale asked whether annual passes would be honored. Ms. Maxwell and Ms. Canale were in favor of awarding the contract to The Saulnier Group. Mr. Heckathorn recommended Performance Golf.

Nancy Parent, Chief Deputy Clerk, read a letter from Mike and Carol Mitchell of Peavine Golf Associates. The letter expressed thanks and indicated they had not been in a position to respond to the RFP. They asked the Board to do everything possible to keep Sierra Sage open, and hoped a new contractor would retain the current staff. The letter was placed on file with the Clerk.

Mr. Rogers stated every effort would be made to make sure the County was protected. He said a performance bond would be part of the agreement and would help to protect the County if any situation arose that required it to come back in and run the Golf Course or protect the County's assets.

Chairman Humke observed the County could not compel any contractor to take on the existing Golf Course employees. Mr. Rogers said every effort would be made to point out to the contractor that the existing employees were exemplary.

Commissioner Larkin asked whether staff could identify any reason for the Board not to keep the Golf Course open. Mr. Rogers said there was no reason.

Commissioner Weber thanked Mike and Carol Mitchell of Peavine Golf for their involvement at Sierra Sage over the last 30 years. She wondered whether the Smart Cards and annual passes would be honored. Mr. Rogers indicated staff would negotiate to see what could be done. Commissioner Weber asked how long it would take to negotiate and return a contract to the Board. Mr. Rogers anticipated returning no later than September 2009.

Commissioner Larkin noted he had long been opposed to publically supported golf courses. He stated the community in the North Valleys had rallied and

there was a well-qualified contractor ready to step up. He hoped the community would support a Board decision to award the contract by playing golf at Sierra Sage.

Commissioner Weber thanked The Saulnier Group. She hoped people would come from all over the community to golf at Sierra Sage. She thanked the County staff who had done an excellent job and worked closely with the community.

Chairman Humke disclosed some correspondence from Dr. Charles McCuskey in Hidden Valley, who expressed his support for affordable golf in the community.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that RFP #2698-09 be awarded to Performance Golf for the golf operation and management of Sierra Sage Golf Course. It was further ordered that the Director of Regional Parks and Open Space and the Purchasing Administrator be authorized to negotiate an agreement, which was to be brought before the Board of County Commissioners for approval at a subsequent meeting. Staff was directed to come back to the Board for further discussion if an agreement could not be negotiated.

**09-854            AGENDA ITEM 14 – FINANCE**

**Agenda Subject: “Recommendation to adopt the Washoe County Fiscal Year 2010-2014 Capital Improvements Program Plan totaling \$455 million over the next 5 years with budgeted capital projects expenditures for the coming fiscal year of \$96 million and specific projects to be returned to the Board for approval prior to implementation. (All Commission Districts)”**

Darin Conforti, Budget Manager, indicated all cities and counties were required to file an annual Capital Improvement Program (CIP) planning document with the State. He emphasized the document did not authorize or guarantee the availability of funding for any specific project. He stated the document was a best estimate of capital projects that could occur over the next five years. He explained no formal CIP process was conducted because of the budget situation, but staff compiled a “wish list” based on past CIP plans in order to meet the legal requirement.

Commissioner Larkin questioned the status of the document. Mr. Conforti indicated the original had been submitted to the Department of Taxation in order to meet the August 1, 2009 deadline. Commissioner Larkin wondered about the Sparks Justice Court project. Mr. Conforti stated the project was on hold and the \$13 million shown in the planning document was a placeholder based on a scaled back budget.

Commissioner Breternitz asked whether projects could be done if they were not on the list. Mr. Conforti said the Board of County Commissioners had sole authority for financial appropriation to pursue any capital project, and the Commissioners were not tied to the planning document. Commissioner Breternitz questioned why

projects would be placed on the list if there was no ability to fund them. Mr. Conforti indicated there was a CIP Committee that had gone through a formal process in past years. Commissioner Breternitz wondered what projects were real. Mr. Conforti said there was slightly more than \$2 million dedicated from the General Fund for infrastructure preservation projects such as roads and technology. He stated the Truckee River Flood Management Project was underway using special dedicated funds and there was an independent CIP process in the Department of Water Resources. He noted there were issues in areas such as the Parks Construction Fund, where buildings could not be constructed without the funds to operate them. Katy Simon, County Manager, said staff would be happy to survey the departments and come back with a small list of projects that might possibly go forward.

Chairman Humke asked about local property tax revenues that were taken by the State during the 2009 Legislative Session. Mr. Conforti explained the Legislature accelerated diversion of a five-cent capital facilities tax that was shared with the City of Reno and the City of Sparks, and also redirected four cents of the County's operating property tax. He noted the operational property tax had been prudently used during boom years to invest back into the community through pay-as-you-go capital projects. He indicated the combined impact was in excess of \$12 or \$13 million for one year, and the Legislature's action would be in effect for two years.

Commissioner Breternitz wondered whether it would be better to put forth a real plan rather than a document containing wish list projects that could not be built. Mr. Conforti indicated there had not been a formal CIP planning process because of the massive effort required to balance the budget. He stated the CIP report brought before the Board was not usually so speculative in nature. He noted State law required the reconciliation of capital expenditures in the adopted budget with the CIP report. He said NRS 354 did not contain a stated purpose, but it was his intent to follow up with the Department of Taxation to gain a better understanding of how the report was used.

Ms. Simon suggested the agenda item could be deferred while staff put together a more realistic report. Commissioner Larkin requested an update about the history behind the State's requirement to file the report. Mr. Conforti pointed out there was some question as to whether the plan had to be adopted by the Board or just filed with the State. He said he would confer with legal counsel, and would report back in September 2009. Ms. Simon agreed staff would come back in September, unless it was determined that the Board was not required to approve the report.

Chairman Humke observed CIP planning was generally a worthwhile process. Commissioner Breternitz indicated the Board should review the report whether there was a statutory requirement or not. He also hoped the document was truly used for planning and not just to file a form with the State. Mr. Conforti clarified the document was instrumental in terms of financial and budget planning policies because it was normally a key part of the County's five-year planning. He noted it was particularly useful in gaining more understanding of where there might be changes in infrastructure

costs and where there might be new operational costs. He agreed the document should come before the Board.

There was no public comment on this item.

No further action was taken on this item.

**09-855            AGENDA ITEM 16 – DISTRICT ATTORNEY’S OFFICE**

**Agenda Subject: “Introduction and first reading of an Ordinance adding the basic power to furnish recreational facilities to the basic powers granted to the Sun Valley General Improvement District; and providing other matters properly related thereto. (All Commission Districts)”**

Melanie Foster, Legal Counsel, explained the Ordinance was the next step in the process to add recreational powers to the powers of the Sun Valley General Improvement District. She noted a public hearing was previously held and protests were considered. She stated the protests had not constituted a majority of the property owners in the District.

Bill No. 1595, entitled, “**AN ORDINANCE ADDING THE BASIC POWER TO FURNISH RECREATIONAL FACILITIES TO THE BASIC POWERS GRANTED TO THE SUN VALLEY GENERAL IMPROVEMENT DISTRICT; AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO**” was introduced by Chairman Weber, the title read to the Board and legal notice for final action of adoption directed.

**09-856            AGENDA ITEM 15 – HUMAN RESOURCES**

**Agenda Subject: “Recommendation to approve reclassification requests submitted through the job evaluation and classification process [approximately annual fiscal impact \$101,572]. (All Commission Districts)”**

Katy Simon, County Manager, explained the reclassification requests were pursuant to departmental budget reduction plans, as well as to provisions in federal and State law that required reevaluation of an employee’s duties when they were changed at the direction of management. She noted all of the requests had been evaluated by the Job Evaluation Committee (JEC) using the Hay system’s point factor basis to analyze the compensation for each classification. She stated the reclassifications were part of the Board’s direction to streamline, become more efficient, reorganize and restructure.

Jim German, Human Resources Manager, submitted a handout to the Board, which was placed on file with the Clerk. He noted the job evaluation process was defined in County Code and referenced in labor contracts. He stated the department heads and managers were responsible for managing classification plans. He indicated the requests were reviewed to make sure they fit the Board-approved budget reduction plans.

Commissioner Breternitz asked who served on the JEC. Mr. German stated there were seven members: one from Human Resources, one from Finance, three from the Washoe County Employees Association (WCEA), one from Juvenile Services, and one from the Washoe County Nurses Association (WCNA). Ms. Simon indicated all JEC members went through extensive training about the administration of the extensive Hay compensation system. She explained appeals were sent to the Hay organization for review. She noted the policy and procedure had been previously adopted by the Commission. Commissioner Breternitz wondered if more reclassification requests could be expected, since most employees were being asked to do more than what was in their job description. Ms. Simon stated the requests included most of those that resulted from the budget reduction plans. She agreed many employees were doing more work, but pointed out the compensation system was driven by complexity rather than by volume.

Commissioner Larkin observed it was difficult for the Commission to see the whole picture when the reclassification requests were reviewed in a piecemeal fashion. Ms. Simon suggested future requests could be collected and brought forward each quarter. She indicated the budget reduction plans could also be provided, so the Board could see organizational charts before and after the transition.

Commissioner Jung requested reports to the Board about reclassifications that were denied. She stated it might also be helpful for Commissioners to watch some JEC meetings. Ms. Simon agreed and noted the Commissioners could attend training as well. Commissioner Larkin requested an update before the Board about the Hay system.

Commissioner Breternitz remarked there was no ability to decrease a salary when a classification was downgraded. Ms. Simon indicated that downgraded positions were redlined so that salary adjustments could be made as employees transferred or left the organization.

Mr. German corrected the fiscal impact shown in the staff report for the Treasurer's Office from \$7,519 to \$10,715, which made the total fiscal impact \$104,710.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 15 be approved. A correction was noted, which changed the total fiscal impact to \$104,710.

**09-857      AGENDA ITEM 22 – DEPARTMENT OF WATER RESOURCES**

**Agenda Subject: “Recommendation to acknowledge receipt of Phase 1 Preliminary Assessment Reports for integration of the Department of Water Resources and Truckee Meadows Water Authority for System Planning and Engineering, Water Operations and Water Resources, with possible direction to staff on the schedule of steps for completing Phase 1. (All Commission Districts)”**

Rosemary Menard, Director of the Department of Water Resources (DWR), stated there had been ongoing work to look at possible consolidation of the Truckee Meadows Water Authority (TMWA) with some or all of the functions of the DWR. She said a meeting took place in January 2009 to look at the preliminary financial analysis conducted by both organizations at the request of the Western Regional Water Commission (WRWC). The analysis indicated full consolidation would require defeasement of all indebtedness, which was not financially realistic given the debt carried by TMWA. She pointed out there were other alternatives being explored, such as the possibility of a joint management agreement followed by full consolidation after bonds and financial constraints had been addressed. She noted the WRWC would have further discussion within the next week, and strategies would be brought back to the TMWA Board of Directors and the Board of County Commissioners for further action. Ms. Menard indicated staff working groups from the two agencies were asked to look at opportunities to improve efficiency and customer service, and to reduce costs. The working groups identified opportunities to better manage the community's water resources, infrastructure resources and financial resources.

Commissioner Larkin, a member of the WRWC Subcommittee, asked staff to comment on why consolidation was being discussed and what the Subcommittee was recommending. Ms. Menard explained the 2007 legislative act that created the WRWC included a requirement for the WRWC to evaluate consolidation of the public water purveyors in the Truckee Meadows. She noted the Subcommittee met twice and identified an opportunity to cut as much as \$3 million from the combined budgets of over \$90 million. She stated the work necessary to make such adjustments could be phased in over a two- to three-year period, and the bonding defeasements for DWR looked very doable within that time frame. Ms. Menard indicated there was still an open question about how much to consolidate in terms of water only or reclaimed wastewater as well. She said the County Commission and the TMWA Board would need to have a discussion about scope after the WRWC made its recommendation. She observed the intent would probably be to create an interlocal agreement and joint operating agreement between DWR and TMWA, with the ultimate goal of full consolidation at a later time. She stated a joint meeting between the governing boards of both agencies was tentatively planned in September 2009, with possible launch of the integration by the end of 2009.

Commissioner Larkin wondered what significant opportunities had been identified in either integration or consolidation, which were separate options. Ms. Menard identified two opportunities that stood out. For example, the planning and engineering report suggested TMWA could avoid building a \$5 million storage tank on Rattlesnake Mountain by opening up existing valves at Rock and McCarran and using DWR storage in Hidden Valley. She observed this would not only avoid capital expenditures, but would also reduce potential operating costs for pumping the water. She cited another engineering example that could delay the need to build a \$50 million water treatment plant in the south Truckee Meadows for about 20 years.

Commissioner Larkin said it was his intent, unless the Commission directed otherwise, to encourage a joint meeting between the TMWA Board and the County Commission for the purposes of integration.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried, it was ordered that the report in Agenda Item 22 be acknowledged.

**09-858            AGENDA ITEM 24 – TRUCKEE RIVER FLOOD MANAGEMENT PROJECT**

**Agenda Subject: “Discussion and possible action on report regarding procedures and issues regarding establishing a joint powers authority (JPA) to oversee the Truckee River Flood Management Project [no fiscal impact at this stage, but when the JPA is actually formed and assumes its obligations, it is expected that Washoe County will turn over to the JPA the 1/8% infrastructure sales tax that it is collecting and applying to the flood project to the extent that funds are not necessary to repay outstanding County obligations. (All Commission Districts)”**

Naomi Duerr, Director of the Truckee River Flood Management Project, conducted a PowerPoint presentation, which was placed on file with the Clerk. She discussed the formation of a joint powers authority (JPA) for the Flood Project. She explained SB 175 expanded the definition of flood management to encompass all of the elements in the Flood Project, including such things as ecosystem restoration, water quality improvements, recreational opportunities and landscaping. She indicated the legislation authorized formation of a flood management authority, the use of rates and fees for flood benefits received, and the use of a County bond bank to sell bonds at a cheaper rate. She outlined some of the benefits to the formation of a JPA.

Ms. Duerr talked about a recent Town Hall meeting attended by over 100 members of the public, as well as members of the Flood Project Coordinating Committee (FPCC), the Storey County Commission, and the State Legislature. She stated the FPCC would discuss issues related to the JPA within the next week, and it was expected there would be a joint meeting between the Board of County Commissioners and both city councils sometime during the fall of 2009 to discuss big policy issues. She said the next step would be a new cooperative agreement, followed by the creation of an agency that was tentatively referred to as the Truckee River Flood Management Authority. Ms. Duerr said one of the key policy issues for the cooperative agreement revolved around who would participate. She explained the voting members of the FPCC currently included Washoe County, the City of Reno, the City of Sparks and the University of Nevada, Reno (UNR). She said the Storey County Community Coalition, the Airport Authority and many others were considered non-voting members. She observed there might be some interest in changing the Committee’s unanimous voting policy. She discussed several other policy issues related to the JPA, and indicated the staff working group would recommend a whole series of policies and procedures for the participants to consider. She was hopeful the process would lead to the formation of a JPA within about six months.

Ms. Duerr said there were a number of projects in the pipeline and it would either be necessary to use a fee and rate structure to add to the funding, or to wait about two years for federal funds. She provided a conservative estimate of about 14,000 to 19,000 new jobs that would be financed with approximately \$1 billion in federal funding over a 15-year period. She emphasized these were new jobs and new money that did not already exist in the community.

Commissioner Larkin praised Ms. Duerr for her handling of the questions posed at the Town Hall meeting and for her performance as Director. Ms. Duerr said she appreciated the comments directed by Commissioner Larkin to her staff during the Town Hall meeting. Chairman Humke commented that the Flood Project staff operated a huge agency on a shoestring. Ms. Duerr indicated the eight to ten staff members enjoyed working for the FPCC and were inspired to perform.

Chairman Humke wondered why Storey County had a seat on the Committee. Ms. Duerr explained Storey County was naturally involved because the Truckee River was a shared border between the two counties. She estimated as much as 15 percent more water would be sent downstream as projects were constructed, and it was necessary to carefully mitigate any harm to potential downstream users. She noted Rainbow Bend, Wadsworth and the Pyramid Lake Paiute Indian Tribe could also be potentially affected. She said the Storey County Commission expressed interest in participating, and could benefit from the Project. She stated there would be opportunities for them to adopt the JPA fee structure or to bring in their own funding.

Chairman Humke asked whether UNR would seek to continue their voting membership. Ms. Duerr did not believe they would. She observed they had a lot of land that was germane to the Flood Project. She stated it was her understanding they would work to resolve their issues and go off the FPCC Board.

Ms. Duerr requested any direction that the Commission wished to provide, such as direction to change the unanimous voting model. Commissioner Larkin recalled his previous request for the joint managers to work on a prototype JPA. He suggested the voting and governance structure should be vetted through a managers' subcommittee, which was expected to bring back many options concerning the operational components of a JPA. He asked whether there was a timeframe. Ms. Duerr said she preferred to have a white paper or some options that could be brought before a joint meeting sometime in October or November 2009. She indicated JPA formation was possible as early as January 2010. Commissioner Larkin requested that the managers' subcommittee include various governance models that might seem appropriate and that were benchmarked throughout the Country in its report. He commented the model used in Napa, California was comparable, was very successful and had a good governance structure.

On motion by Commissioner Larkin, seconded by Chairman Humke, which motion duly carried, it was ordered that the report in Agenda Item 24 be accepted,

and comments be forwarded requesting that the joint managers work to establish a joint powers authority to oversee the Truckee River Flood Management Project.

**09-859            AGENDA ITEM 25 – MANAGEMENT SERVICES**

**Agenda Subject: “Introduction and first reading of an Ordinance relating to County taxes on vehicle fuels; amending Chapter 20 of the Washoe County Code (Revenue and Taxation) to impose the additional taxes on vehicle fuels in Washoe County and increases in those taxes, based on an inflation index for the costs of highway and street construction, authorized by Chapter 501, Statutes of Nevada, 2009, which implements the 2008 Washoe County General Election Ballot Question RTC-5; providing other details in connection therewith; and providing other matters properly relating thereto. (All Commission Districts)”**

In response to the call for public comment, Norman Dianda spoke on behalf of Q&D Construction, the Associated General Contractors, and the highway users. He noted a lot of time and money went into getting the ballot question through the Legislature. He indicated the tax would fund infrastructure, and infrastructure jobs were the only ones currently available in the construction industry.

Jerry Purdy pointed out there should be no delay because of the limited construction season. He said it would put a lot of money into the local economy and asked the Board to make it happen.

Bill No. 1596, entitled, “AN ORDINANCE RELATING TO COUNTY TAXES ON VEHICLE FUELS; AMENDING CHAPTER 20 OF THE WASHOE COUNTY CODE (REVENUE AND TAXATION) TO IMPOSE THE ADDITIONAL TAXES ON VEHICLE FUELS IN WASHOE COUNTY AND INCREASES IN THOSE TAXES, BASED ON AN INFLATION INDEX FOR THE COSTS OF HIGHWAY AND STREET CONSTRUCTION, AUTHORIZED BY CHAPTER 501, STATUTES OF NEVADA, 2009, WHICH IMPLEMENTS THE 2008 WASHOE COUNTY GENERAL ELECTION BALLOT QUESTION RTC-5; PROVIDING OTHER DETAILS IN CONNECTION THEREWITH; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO” was introduced by Commissioner Breternitz, the title read to the Board and legal notice for final action of adoption directed.

Commissioner Weber said she looked forward to the public hearing on August 25, 2009, where citizens could express their concerns.

**09-860            AGENDA ITEM 28 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Introduction and first reading of an Ordinance amending the Washoe County Code at Chapter 125 by clarifying civil code enforcement and by adding a whole new part for the administrative enforcement of codes, to include purpose, definitions, prohibited acts, authority and remedies, inspections,**

**investigation of complaints, correction and violation notices, mediation, penalties, recordation and removal of notices, withholding permits and licenses, abatement, administrative hearings, hearing officers, administrative orders, time limits and extensions, appeals, misdemeanor criminal offense for noncompliance, service of notices, administrative fees, recovery of penalties and fees to include liens, and providing other matters properly relating thereto. Set the public hearing and second reading of the ordinance for September 8, 2009 at 6:00 p.m. (All Commission Districts)”**

Bob Webb, Planning Manager, clarified the agenda item was related to Administrative Enforcement, which involved many County departments. He noted there was a separate Nuisance Ordinance scheduled for a first reading on September 8, 2009.

Commissioner Larkin asked whether the Administrative Enforcement Ordinance included the provision for an administrative hearing officer. Mr. Webb replied that it did.

Commissioner Weber expressed concern that the Ordinance was being presented for a first reading. She said it had been her understanding there would be time for more questions and discussion. Mr. Webb indicated the intent to bring the Ordinance back for a first reading had been discussed at the Board’s special meeting on June 16, 2009. He pointed out the Board could still ask questions and make changes. Commissioner Weber wondered whether the public had been informed. Katy Simon, County Manager, indicated Citizen Advisory Board (CAB) members and Citizens Committee members had been informed, and there had also been feature articles in the local newspaper. She noted there had been work on the Ordinance for two years and it was presented for a first reading to move the process toward closure. She stated staff would make changes if the Board so desired. Commissioner Larkin observed the Board did not have to introduce the Ordinance. He reviewed some of the changes that had been made based on the Board’s previous discussion, and said he was satisfied. Chairman Humke stated the first reading could be postponed if more amendments were to be proposed. Commissioner Breternitz acknowledged the modifications made since discussion at the April 2009 meeting. He asked whether a first reading could be done if there were more adjustments to the Ordinance. Melanie Foster, Legal Counsel, recommended delaying the first reading if there were large substantive changes. She indicated small changes in wording that did not impact the Ordinance in a substantive way could be made at the first reading. Commissioner Breternitz stated the Ordinance worked well for him. He suggested Commissioners should propose any specific changes they wanted to make so the process could go forward.

In response to the call for public comment, Katherine Snedigar placed a copy of her written statements on file with the Clerk. She questioned whether the management of quality of life was legal, lawful or constitutional. She stated the Commissioners were shielded from legal action when protecting health, safety and welfare, but not if they acted in a corporate capacity.

Sharon Spencer placed a copy of her written statements on file with the Clerk. She indicated the character of each area of the County should be taken into account, and noted a rancher on a large parcel should not be held to the same standard as a resident of downtown Reno. She asserted there could be no nuisance ordinances on agricultural land. She suggested the Ordinance contradicted assurances made by the County that property rights would not be taken away when zoning was changed from Agricultural (A7) to General Rural Residential (GRR) in 1993. She objected to enforcement language relating to criminal consequences.

Jeanne Herman shared some examples of code enforcement disagreements that she and her neighbors had experienced over the years. She questioned whether the Ordinance as it was written was legal or constitutional.

Gary Schmidt said there should be a specific evening time established for important agenda items. He commented there was no need for the Administrative Enforcement Ordinance. He suggested the laws about what constituted a nuisance were broken and needed to be addressed.

Commissioner Jung asked whether the Citizens Committee looked at area character and what the District Attorney's legal opinion had been about creating ordinances relative to the character of an area. Mr. Webb pointed out that character areas were related to the Nuisance Ordinance that was scheduled for a first reading at the Commission meeting on September 8, 2009. Commissioner Jung wondered how many code enforcement officials there were in Community Development. Mr. Webb replied there were two in Community Development, in addition to the compliance officers who worked in other County departments. Commissioner Jung recalled there had been testimony about compliance officers at the April 21, 2009 meeting. She asked how much money was collected from code enforcement. Mr. Webb stated code enforcement was not a revenue generator for the County or for the Cities. He observed that any fines collected by the County went to the courts because only the courts could collect fines under the current system.

Commissioner Weber invited Ms. Spencer to elaborate on her reference to criminal enforcement issues. Ms. Spencer indicated the administrative process ended up in the criminal arena if one followed the flow chart. She acknowledged some situations could be civil, but stated the language was punitive. She observed Commissioner Larkin had previously requested less draconian language. Commissioner Weber asked her to be more specific. Ms. Spencer said the document she obtained from the Manager's Office was not the same document she had been studying. Mr. Webb pointed out the staff report had not changed since it was posted and mailed out on July 22, 2009. He reviewed the steps in the proposed administrative process. He noted the only criminal element was a misdemeanor citation that could be issued after a person failed to comply with an administrative order. Commissioner Weber asked who could issue a misdemeanor citation. Mr. Webb stated the enforcement official assigned to a case was responsible for making sure an administrative order was followed, and for taking further action that could include a misdemeanor citation if it was not.

Commissioner Weber questioned why another enforcement mechanism was necessary. Adrian Freund, Director of Community Development, explained the County had a variety of codes in different chapters. He pointed out the personnel in areas such as Animal Services, Building and Safety, Environmental Health and Community Health were trained and specialized to administer their specific sections of code. For example, he observed Community Development was responsible for enforcing the Development Code and business license requirements. He pointed out a violation of the Development Code was classified as a nuisance. He indicated the Administrative Enforcement Ordinance provided an option that decriminalized the process under all of the codes. He stated that would hopefully allow for a more efficient process and take a large portion of the burden off of the District Attorney's Office to pursue such matters in the courts. He noted the current system provided no enforcement options other than the courts, and code enforcement received a low priority among the cases prosecuted in the courts by the District Attorney. Mr. Webb commented that it made no sense for a citizen to have a criminal misdemeanor conviction on his or her permanent record because of a code violation. He said there was an administrative process that was federally mandated for Air Quality, but no administrative enforcement option was available to the other County agencies. He emphasized the intent was to get violations corrected before they progressed to a high level of enforcement, but the Ordinance would provide another set of tools for all of the compliance officers to use.

Commissioner Larkin requested a first reading. Commissioner Weber said she was concerned about whether there should have been more noticing to give the public an opportunity to attend at a convenient time. Commissioner Larkin remarked that the Citizens Committee bought off on the Administrative Enforcement Ordinance, which would establish an administrative hearing officer and decriminalize the process. He suggested the discussion Commissioner Weber wanted to have related to the Nuisance Ordinance, which would be a future agenda item. He pointed out there was no debate about the administrative process other than some points highlighted at the April Board meeting that had already been addressed. He noted the use of misdemeanor offenses under the current system were a waste of money and valuable resources. Commissioner Larkin commented that code enforcement issues were best resolved with mediation. He observed the Ordinance provided for mediation and for administrative hearing officers. He stated there was no reason to postpone the first reading, although there might be cause to delay the September 8th first reading of the Nuisance Ordinance that addressed the details of what would and would not be enforced.

Ms. Simon observed it was the Board's policy to schedule public hearings for 6:00 p.m., but the first reading was not a public hearing item. She indicated the item was placed near the end of the agenda to allow for discussion at a later hour. She said there had probably been more public review and vetting of the Administrative Enforcement and Nuisance Ordinances than any other issue she had been exposed to during her thirteen years with the County. She expressed her hope that the Board's spirit of encouraging public involvement was fulfilled by placing the item late in the agenda.

Commissioner Weber requested the item be agendized for an evening time on September 8th if the Board moved it forward.

Bill No.1597, entitled, “AN ORDINANCE AMENDING THE WASHOE COUNTY CODE AT CHAPTER 125 BY CLARIFYING CIVIL CODE ENFORCEMENT AND BY ADDING A WHOLE NEW PART FOR THE ADMINISTRATIVE ENFORCEMENT OF CODES, TO INCLUDE PURPOSE, DEFINITIONS, PROHIBITED ACTS, AUTHORITY AND REMEDIES, INSPECTIONS, INVESTIGATION OF COMPLAINTS, CORRECTION AND VIOLATION NOTICES, MEDIATION, PENALTIES, RECORDATION AND REMOVAL OF NOTICES, WITHHOLDING PERMITS AND LICENSES, ABATEMENT, ADMINISTRATIVE HEARINGS, HEARING OFFICERS, ADMINISTRATIVE ORDERS, TIME LIMITS AND EXTENSIONS, APPEALS, MISDEMEANOR CRIMINAL OFFENSE FOR NONCOMPLIANCE, SERVICE OF NOTICES, ADMINISTRATIVE FEES, RECOVERY OF PENALTIES AND FEES TO INCLUDE LIENS, AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO” was introduced by Commissioner Larkin, the title read to the Board and legal notice for final action of adoption directed.

**09-861            AGENDA ITEM 29 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Recommendation to acknowledge receipt of information from the Citizen Committee and County agencies regarding anonymous complaints and repetitive, unfounded complaints. (All Commission Districts)”**

Adrian Freund, Director of Community Development, explained the agenda item was a result of the Board’s request at its meeting on July 14, 2009. He stated information had been provided to and comments requested from the Citizens Committee members and various County agencies. He clarified the item was not related to the Administrative Enforcement Ordinance, but pertained to policy questions that operated independently.

Bob Webb, Planning Manager, stated the memo attached to the staff report had been sent to Committee members. He indicated comments received from two Committee members were included in the staff report. He said he discussed the issue with a third Committee member, Hugh Ezell, who elected not to provide any written comments. Mr. Webb explained the District Health Department did not accept anonymous complaints unless the situation involved public health and safety.

In response to the call for public comment, Katherine Snedigar, Sharon Spencer, Jeanne Herman and Gary Schmidt opposed the acceptance of anonymous complaints. Ms. Spencer placed a copy of her written comments on file with the Clerk. Mr. Schmidt wondered where there was a remedy for abusive and frivolous complaints.

Karen Hobel expressed concern about the interpretation of a nuisance.

Mr. Freund clarified that all complaints had to be corroborated and verified, and enforcement officers were required to verify there was a violation of code. He said the enforcement officer became the complainant after it was determined there was a code violation. He pointed out that most County agencies did not have a problem with repetitive unfounded complaints.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that the report in Agenda Item 29 be acknowledged.

**5:28 p.m.** Chairman Humke declared a brief recess.

**7:28 p.m.** The Board reconvened with all members present.

**09-862            AGENDA ITEM 30 – MANAGER’S OFFICE**

**Agenda Subject:** “Review and discussion of implementation of the requirements of AB 494 from the 75th Nevada Legislative Session and possible direction to staff to work cooperatively with the Cities of Reno and/or Sparks to jointly prepare the reports in compliance with AB 494, or to prepare an individual report from Washoe County in compliance with AB 494. (All Commissioner Districts)”

Dave Childs, Assistant County Manager, explained the cities and counties in Washoe County and Clark County were required to provide reports to the Legislative Counsel Bureau by September 2010 about the consolidation of public safety, public works and general government functions. He indicated the question before the Board was whether the three jurisdictions should prepare reports jointly or separately.

Commissioner Larkin asked for comments from the Board’s representatives to the Shared Services Committee. Commissioner Breternitz suggested it would be beneficial for the Board to express unanimity in moving forward with the investigation of shared services, and to work with the Cities of Reno and Sparks on a report. He recommended the County take a leadership role.

Chairman Humke noted the City of Sparks had already issued a media-based report that seemed to indicate they were not interested. Commissioner Larkin asked for clarification of action taken by the Sparks City Council. Mr. Childs explained the Council’s action had to do with shared services for Information Technology, but did not address the AB 494 report. He noted the City of Reno had not taken action on AB 494 either. Commissioner Larkin agreed the County should exercise leadership and direct staff to make overtures to issue a joint report. Commissioner Jung agreed.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried, staff was directed to make overtures to the City of Reno and the City of Sparks to jointly prepare a report for AB 494.

**Agenda Subject: “Discussion and potential direction to staff regarding possible Consolidation of Service Areas as discussed by the Shared Services Elected Officials Group. (Commissioners Jung and Breternitz). (All Commission Districts)”**

Dave Childs, Assistant Manager, indicated there had been discussion about shared services among various agencies in the Truckee Meadows such as the City of Reno, City of Sparks, Washoe County School District (WCSD) and Reno-Sparks Convention & Visitors Authority (RSCVA). He stated the Shared Services Elected Officials Committee wanted to know whether there was interest in moving the processes forward to the next step.

Mr. Childs said staff had found it was feasible to merge some internal services, although there might be some front end costs and there might not be immediate front end savings. He explained actions could be taken to generate significant future savings or to create future efficiencies. He talked about systems shared by other communities for personnel recruiting and information technology. He reviewed staff recommendations in the areas of Purchasing, Human Resources and Information Technology. He noted there would be discussion at an upcoming meeting of the Shared Services Elected Officials Committee and an upcoming Joint Meeting about whether the entities were willing to share the expense for consultants to work out more detailed plans and proposals. He outlined recent actions taken by some of the other entities and requested staff direction.

Commissioner Larkin asked Commissioners Jung and Breternitz, the Board’s representatives on the Shared Services Committee, to comment about where they stood. Although it appeared the City of Sparks would not move forward with shared services, Commissioner Jung said they should be welcomed back if they changed their minds. She indicated she thought the other entities were serious about moving forward. She stated the intent was to consolidate if it made economic sense and if the same level or an enhanced level of services could be provided to the citizens. She observed it was very clear there would be no immediate cost savings and the goal was to avoid future costs. She noted there would be an expenditure required for consulting services. She remarked there were a lot of open minds, and she was most excited about the human resources possibilities.

Commissioner Breternitz agreed the goal was to achieve long-term solutions. He stated better delivery of services provided enough justification to bring some departments together. He expressed concern that too much focus on three specific areas would exclude opportunities in other areas. He pointed out it would take the will of the elected officials and policy makers to get things done. In some cases, he noted compatible software and systems would never be in place unless a decision was made to go in that direction over time. He said some ideas might be discarded later, but it was important for policy makers to have the determination to explore ideas and to insist that ideas be pursued in an objective and timely fashion.

Commissioner Larkin said the Board would need to create a culture of collaboration and integration that would feed on itself. He asked whether certain areas would be taken over by specific entities or whether general services operations would be created. Mr. Childs indicated most of the entities seemed interested in a model similar to that used by the 800 MHz radio system, where the function was managed by a board composed of “CEO’s” from each of the entities. He noted the model in which one entity provided service on behalf of the others had not been ruled out. He emphasized the importance of maintaining each entity’s individual identity as a local government. Commissioner Larkin pointed out the board-managed option was infinitely scalable. He stated entities who did not wish to participate from the outset were not precluded from participating in the future, and entities were not obligated to continue their participation forever.

Commissioner Breternitz suggested more consideration of how to expand the possibilities. He said he thought it would be a mistake to have a board set up for each individual function. Although some functions might require special arrangements, he stated one board should be able to manage all of the functions.

Katy Simon, County Manager, indicated the appropriate governance model for each function would probably be evaluated. She noted there were successful examples in operation such as the 800 MHz Board and the Regional Public Safety Training Center. She pointed out there were County departments that provided staff to each of the operations, and the 800 MHz Board included members from the State, the power company, the Airport Authority and from tribal government. She stated it was clearly one of the purposes of AB 494 to be inclusive.

In response to the call for public comment, Trey Abney of the Reno-Sparks Chamber of Commerce thanked the Commission for their efforts on shared services and consolidation. He read a public policy statement from the Chamber’s *Agenda for Economic Vitality*, indicating support for “functional consolidation of appropriate services to optimize operational efficiencies and reduce the effective cost of government.”

On motion by Commissioner Jung, seconded by Commissioner Larkin, which motion duly carried, the Washoe County Commission’s representatives were directed to continue to work with the Shared Services Committee to anticipate cost savings or cost avoidance, and to remain open to entities coming and going on the Committee in any of the recommendations put forth. Staff was directed to participate in joint preparation of the report required under AB 494.

**09-864            AGENDA ITEM 32 – COMMUNITY DEVELOPMENT (PUBLIC HEARING)**

**Agenda Subject: “Development Agreement Case No. DA09-003 – Broken Hills Subdivision. (Commission District 4) Continued from July 14, 2009 County Commission Meeting.**

Consider adoption of Development Agreement Case No. DA09-003 for Broken Hills, Tentative Subdivision Map Case No. TM05-012 that was previously approved by the Washoe County Planning Commission. The purpose of the Development Agreement is to incorporate a timeline for phasing of the project, including, but not limited to infrastructure, a financing plan, and information and methodology on proposed funding mechanisms, such as GID, SAD, HOA, etc. This development agreement will ensure that all items incorporated into the phasing timeline are adequately addressed. The term of the proposed development agreement will be for five years from the date of signing by the Board of County Commissioners, and will require a recorded final map within the fourth anniversary of the signing of this agreement. Exhibits describing phasing, financial plans and other necessary materials and information must be submitted to the Department of Community Development no later than 120 days prior to the first anniversary of the proposed development agreement, and must be in substantial compliance with the tentative map. The project is located west of Kinglet Drive and Calle De La Plata and directly west of the Spanish Springs Airport property. The ±640-acre parcel is designated Low Density Suburban (LDS) and General Rural (GR) in the Spanish Springs Area Plan, and is situated in a portion of Section 21, T21N, R20E, MDM, Washoe County, Nevada. The property is located in the Spanish Springs Citizen Advisory Board boundary and Washoe County Commission District No. 4. (APN’s 089-621-01, 089-632-01, 02, 03, 04, 05 and 06).”

**8:02 p.m.**            Chairman Humke opened the public hearing.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that the Development Agreement in Agenda Item 32 be approved.

**09-865            AGENDA ITEM 32 – COMMUNITY DEVELOPMENT (ORDINANCE)**

**Agenda Subject: “Development Agreement Case No. DA09-003 – Broken Hills Subdivision. (Commission District 4) Continued from July 14, 2009 County Commission Meeting.**

Introduction and first reading of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Development Agreement Case No

**DA09-003 for Tentative Subdivision Map Case No TM05-012 for Broken Hills Subdivision as previously approved by the Washoe County Planning Commission.”**

Bill No. 1598, entitled, “**AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NO DA09-003 FOR TENTATIVE SUBDIVISION MAP CASE NO TM05-012 FOR BROKEN HILLS SUBDIVISION AS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION**” was introduced by Commissioner Larkin, the title read to the Board and legal notice for final action of adoption directed.

**09-866            AGENDA ITEM 33 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Comprehensive Plan Amendment Case No. CP06-016 (Conservation Element). (All Commission Districts.)**

**To amend the Washoe County Comprehensive Plan by replacing the existing Conservation Element with a new Conservation Element that facilitates the conservation, development, and utilization of natural resources, including, without limitation, water and its hydraulic force, underground water, water supply, forests, soils, rivers and other waters, harbors, fisheries, wildlife, minerals and other natural resources throughout the unincorporated portions of the County. The Conservation Element is a required element within the Washoe County Comprehensive Plan under Nevada Revised Statutes (NRS) Chapter 278.160.”**

**8:06 p.m.**        Chairman Humke opened the public hearing.

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, the amended Conservation Element in Agenda Item 33 was approved as adopted by the Washoe County Planning Commission on April 7, 2009, and based on findings 1 through 6 as shown on page 3 of the staff report. Chairman Humke was authorized to sign the adopting resolution after a finding of conformance with the Truckee Meadows Regional Plan.

**09-867            AGENDA ITEM 34 – REPORTS AND UPDATES**

**Agenda Subject: “Reports/updates from County Commission members concerning various boards/commissions they may be a member of or liaison to (these may include, but not be limited to, Regional Transportation Commission, Reno-Sparks Convention & Visitors Authority, Debt Management Commission, District Board of Health, Truckee Meadows Water Authority, Organizational Effectiveness Committee, Investment Management Committee, Citizen Advisory Boards).”**

Commissioner Weber talked about upcoming meetings of the Regional Planning Governing Board and the Board of Directors for the Nevada Association of Counties. She stated tickets would be available to ride the newly reconstructed V&T Railway train.

Chairman Humke said there would be an upcoming meeting of the Flood Control Coordinating Committee.

Katy Simon, County Manager, announced that she would sing the National Anthem at an upcoming Reno Aces Baseball Game.

### **AGENDA ITEM 35 – CLOSED SESSION**

**Agenda Subject:** “Possible Closed Session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220.”

The Board held no Closed Session.

### **COMMUNICATIONS AND REPORTS**

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

#### **COMMUNICATIONS:**

- 09-868** Original Agreement between Washoe County and Social Entrepreneurs, Inc for fiscal year 2008/09, Continuum of Care Strategy for the Homeless.
- 09-869** Notice of Completion, STMGID Well #9 Water Treatment System Conversion, PWP-WA-2008-345, dated June 9, 2009, from the Washoe County Department of Water Resources to the Nevada State Labor Commission.
- 09-870** Notice of Completion, North Spanish Springs Floodplain Detention Facility, PWP-WA-2006-303, dated June 16, 2009, from the Washoe County Department of Water Resources to the Nevada State Labor Commission. (BCC Meeting 09/26/2006, Agenda Item 16, 06-1075)
- 09-871** Affidavit of mailing from Washoe County Treasurer Bill Berrum, dated June 18, 2009, concerning notices of delinquent taxes for the 2008/09 tax year.
- 08-872** Letter to the Public Utilities Commission of Nevada containing the amended initial application of Sierra Pacific Power Company and Nevada Power Company for a permit to construct the One Nevada Transmission

Line Project under the Utility Environmental Protection Act, dated June 15, 2009.

- 08-873** Letter to the Public Utilities Commission of Nevada withdrawing the initial application of Sierra Pacific Power Company and Nevada Power Company for a permit to construct the Ely Energy Center Project under the Utility Environmental Protection Act, dated June 15, 2009, Docket No. 06-06008.
- 09-874** Resignation of Susan Fagan from the Incline Village/Crystal Bay Citizen Advisory Board, dated June 19, 2009 and filed with the Clerk July 13, 2009.
- 09-875** State of Nevada, Department of Transportation, executed contract documents, plans and specifications for Contract No. 3378, Project Nos. STP-0651(004), SPSR-0651(005) and SPSR-0651(006), on SR 651, McCarran Boulevard in Reno, from 7th Street to I-80 and from I-80 to 4th Street, Washoe County, Q & D Construction, Inc., Contractor. (Documents forwarded to Engineering on July 24, 2009.)
- 09-876** Agreement between the County of Washoe and the Non-Supervisory Employees Negotiating Unit of the Washoe County Employees Association 2008-2009 (BCC Meeting August 26, 2008, Item 08-953).
- 09-877** Agreement between the County of Washoe and the Supervisory-Administrative Employees Negotiating Unit of the Washoe County Employees Association 2008-2009 (BCC Meeting August 26, 2008, Item 08-953).
- 09-878** Agreement between the County of Washoe and the Non-Supervisory Employees Negotiating Unit of the Washoe County Nurses Association July 1, 2008 to June 30, 2009 (BCC Meeting August 26, 2008, Item 08-956).
- 09-879** Agreement between the County of Washoe and the Supervisory Employees Negotiating Unit of the Washoe County Nurses Association July 1, 2008 to June 30, 2009, (BCC Meeting August 26, 2008, Item 08-956).
- 09-880** Agreement between the County of Washoe and the Washoe County District Attorney Investigator's Association 2008-2009 (BCC Meeting October 14, 2008, Item 08-1095).

**REPORTS – MONTHLY:**

- 09-881** Clerk of the Court, Report of Fee Collections for the month ending May 31, 2009.
- 09-882** Clerk of the Court, Report of Fee Collections for the month ending June 30, 2009.

**REPORTS – QUARTERLY:**

- 09-883** Clerk of the Court, Quarterly Financial Statement for the quarter ending June 30, 2009.
- 09-884** AT&T Nevada Declaration of Availability of IP Video Service for the period ending June 30, 2009.
- 09-885** County Clerk’s Quarterly Financial Statement for the quarter ending June 30, 2009.
- 09-886** Office of the Constable, Incline Village/Crystal Bay Township, report of revenues received for the quarter ending June 30, 2009.
- 09-887** Justice’s Court, Sparks Township, report of revenues received for the quarter ending June 30, 2009.
- 09-888** Washoe County Sheriff, report of civil fees and commissions for the quarter ending June 30, 2009.

**REPORTS – ANNUAL**

- 09-889** Palomino Valley General Improvement District, Final Budget for the Fiscal Year ending June 30, 2010.
- 09-890** Washoe County School District’s Annual Fiscal Report, published in the Reno Gazette Journal on June 29, 2009.

\* \* \* \* \*

**8:11 p.m.** There being no further business to discuss, on motion by Commissioner Jung, seconded by Chairman Humke, which motion duly carried, the meeting was adjourned.

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**DAVID E. HUMKE**, Chairman  
Washoe County Commission

**ATTEST:**

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

*Minutes Prepared by  
Lisa McNeill, Deputy County Clerk*

**PROCLAMATION**

WHEREAS, The Washoe County community has felt the effects of the economic recession that has gripped the entire country, and

WHEREAS, The citizens of this county are known for their resiliency and community pride; and

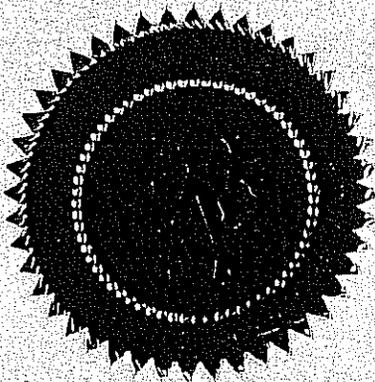
WHEREAS, The Summit, a local business, wanted to remind people that small acts of kindness make a big difference to help people feel better about themselves, especially during these difficult and stressful times; and

WHEREAS, The Summit financed a community campaign titled "Kindness is Your Currency" to recognize people's random acts of kindness to one another; and

WHEREAS, Washoe County has been selected as a public sector organization to participate in this campaign and wholly embraces the concept of recognizing kindness among our citizens and the benefits of such; now, therefore, be it

PROCLAIMED, that Washoe County declares August 15<sup>th</sup> as "Washoe County Kindness Day" and encourages all citizens to perform random acts of kindness as they go about their daily activities.

ADOPTED this 11<sup>th</sup> day of August, 2009.



David E. Humke, Chairman  
Washoe County Commission

09-199  
666-60

# RESOLUTION

WHEREAS, Washoe County is a member of the Local Emergency Planning Committee and is a subgrantee of State Emergency Response Commission (SERC) consisting of the State Emergency Response Commission (SERC), United We Stand (UWS) Grant Program award in the amount of \$29,998.00, and

WHEREAS, For the grant listed above, Washoe County is either the recipient of grant funds for individual items for use of Washoe County, or is fiscal agent for other government entities or nonprofit organization that are also members of LEPC; and

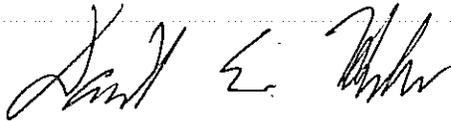
WHEREAS, NRS 244.1505 allows the Board of County Commissioners of Washoe County to make a grant of public money for any purpose which will provide a substantial benefit to the inhabitants of Washoe County; and

WHEREAS, Washoe County as fiscal agent for the other government entities or nonprofit organizations that are members of LEPC desires to pass through funds and grant assurances from the State grants as described on the attached grant award administrative grid for the uses herein and therein described; and therefore, be it

RESOLVED, That the Washoe County Board of Commissioners hereby grants to the government entities (other than Washoe County agencies for which the Board has accepted funds from the awards) and nonprofit organizations as listed on the attached grant award administrative grid, as a pass through of the amounts shown and for the uses shown thereon, finding that said amounts and uses will provide a substantial benefit to the inhabitants of Washoe County and the Board authorizes the County Manager, or her designee, to sign subgrants with the entities listed on the attached grant award administrative grid, which subgrants, herein incorporated by reference, will set forth the maximum amount to be expended under the subgrants, the use and purposes of the subgrants, and the conditions, limitations and the grant assurances of the subgrants.

09-803

ADOPTED this 11th day of August, 2009.



David E. Humke, Chairman



ATTEST:



Washoe County Clerk

RESOLUTION

A RESOLUTION DECLARING WASHOE COUNTY'S INTENT TO TRANSFER A PORTION OF THE MILLS B. LANE JUSTICE CENTER LOCATED AT 1 SOUTH SIERRA STREET IN RENO, NEVADA AND CERTAIN EASEMENTS RELATED THERETO TO THE CITY OF RENO FOR A MUNICIPAL COURT FACILITY AND SETTING A DATE FOR A HEARING AT WHICH OBJECTIONS CAN BE HEARD AND OTHER MATTERS PROPERLY RELATED THERETO

WHEREAS, Washoe County owns a certain parcel of real property in Washoe County at the intersection of Sierra Street and Court Street in Reno which parcel was formerly addressed as 195 South Sierra Street and which is presently part of the complex of buildings and property known as the Mills B. Lane Justice Center;

WHEREAS, On January 9<sup>th</sup>, 2002, the City of Reno ("City") and Washoe County ("County") entered into an interlocal agreement pursuant to NRS Chapter 277 to cooperatively design and construct office facilities on the County Parcel to house the Reno Municipal Court, and the District Attorney's Office which project is completed and is now part of the Mills B. Lane Justice Center;

WHEREAS, Pursuant to the 2002 interlocal agreement the City and the County agreed to own their respective shares of the office facilities as non-residential condominium units;

WHEREAS, pursuant to the 2002 interlocal agreement the City and the County have developed a written agreement for ownership of the non-residential condominium units, with each owner having a fee simple title to their individual unit and appurtenant to which will be an undivided fractional interest in the portions of the improvements outside the office and court units;

WHEREAS, the County intends to convey to the City a non-residential condominium unit which will be subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, all running with the property as set forth in the Agreement to Provide Covenants, Conditions and Restrictions for the Mills B. Lane Justice Center ("CC&R Agreement");

09-806

1 F(1)

WHEREAS, the non-residential condominium unit proposed to be conveyed to the City of Reno is shown as Parcel 2 on the Airspace Diagram attached Exhibit A, and includes an undivided fractional common interest in the Common Elements as shown on the various places of the thirteen-page Condominium Parcel Map, No. 4677, recorded on November 2, 2006 as File No. 3458768 (hereinafter referred to as "City's Unit");

WHEREAS, in order to give the two owners of the Mills B. Lane Justice Center access to the physical plant facilities located in what was the justice court/family court building, the county must convey an easement over portions of the justice court/family court building to the owners of the project which can be accomplished by approving the instrument entitled "Washoe County's Grant of Easement and Maintenance Agreement;"

WHEREAS, in order to give the county access to the physical plant facilities located in the Mills B. Lane Justice Center the owners (city and county as individuals) must convey an easement over portions of the Mills B. Lane Justice Center to the county which is responsible under the CC&R Agreement for certain maintenance functions some of which involve the city's condominium unit which can accomplished by approving the instrument entitled "Justice Center Owners' Grant of Easement and Maintenance Agreement."

WHEREAS, NRS 277.053 provides that one public entity may convey real property to another public entity without charge if the property is to be used for a public purpose; and

WHEREAS, NRS 277.050 provides that before ordering the conveyance of any such property, the governing body of a public agency shall, in a regular open meeting, by a majority vote of its members, adopt a resolution declaring its intention to convey the property and set a date not less than 2 weeks later than the declaration of the intent to convey the property;

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

1. The Board of County Commissioners (the "Board") of Washoe County hereby declares its intent to convey to the City all the interests the county has in the City's Unit as defined above, the easement contained in the document entitled "Washoe County's Grant of Easement and Maintenance Agreement" and the easement contained in the document entitled "Justice Center Owners' Grant of Easement and Maintenance Agreement."

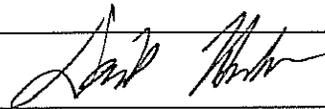
2. The conveyances are to be made without the payment by the City to Washoe County of money, rent or other consideration because the property to be transferred will be used for the City's municipal court purposes and will continue to serve a public purpose.

3. The Board hereby fixes August 25, 2009 (or such later date as the Board may later fix and announce) as the date for a public meeting at which the electors may make objections to the transfer.

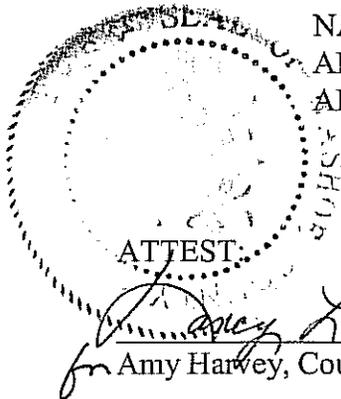
4. The Washoe County Clerk is hereby directed to publish in a newspaper of general circulation published in the county a notice of the adoption of this resolution and announcing the August 25, 2009 meeting at which objections can be heard not less than twice, on successive days, the last publication to be not less than 7 days before the date of the public meeting to be held August 25, 2009 or such later date as the Board may establish.

ADOPTED this 11<sup>th</sup> day of August, 2009 by the following vote:

AYES: Humke, Weber, Larkin, Breternitz, Jung  
NAYS: 0  
ABSENT: 0  
ABSTAIN: 0



David Humke, Chairman



Amy L. P. Chief Deputy  
for Amy Harwey, County Clerk

RESOLUTION

A RESOLUTION REQUESTING THE ASSISTANCE OF THE ATTORNEY GENERAL IN THE PROSECUTION OF KAREN LEKAS-MAWHORTER AND OTHER MATTERS PROPERLY RELATED THERETO

WHEREAS, the Office of the District Attorney is responsible for the prosecution of criminal offenses which have occurred within the County of Washoe;

WHEREAS, the District Attorney's Office has recently been called upon to prosecute a case involving a charge of abuse, neglect or endangerment of a child against Karen Lekas-Mawhorter pursuant to NRS 200.508 (Case No. CR08-1213);

WHEREAS, it is essential in our judicial system that the conduct of the prosecutor remain free of any appearance of conflict of interest or impropriety;

WHEREAS, contact between a witness in the Lekas-Mawhorter case and an employee of the district attorney's office is now the subject of a county personnel action and is potentially involved in civil litigation;

WHEREAS, the same factual occurrences are potentially involved in the prosecution case, the personnel action matter and the potential civil case; and

WHEREAS, if the Washoe County District Attorney's Office proceeds with the prosecution of Ms. Lekas-Mawhorter there may be some suggestion of impropriety or conflict of interest.

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

1. That in accordance with the provisions of NRS 228.130 the Washoe County District Attorney has made the judgment that the presence of the Nevada Attorney General is required in

09-807

the Lekas-Mawhorter criminal case and the Board of County Commissioners joins in the district attorney's request that the Nevada Attorney General assume complete responsibility for the handling of the criminal prosecution in the Lekas-Mawhorter criminal case referred to above.

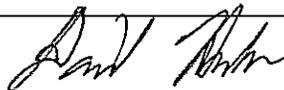
2. That should the Attorney General agree to assume responsibility for the handling of the aforementioned case, the Comptroller of Washoe County will, upon submission of a duly verified claim, pay from the general fund of Washoe County all expenses that the Attorney General incurs in the prosecution of said case.

3. That pursuant to NRS 228.130(3) the Board of County Commissioners acknowledges that the Attorney General may exercise her discretion in the presentation of the case and her judgment on such matters shall be final.

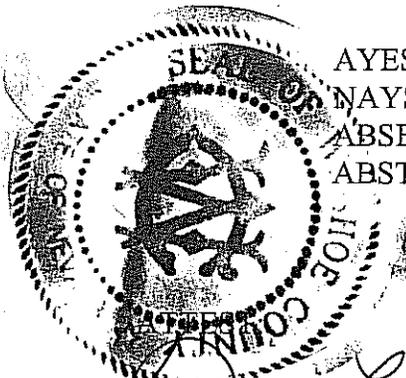
[Business Impact Note: The Board of County Commissioners hereby finds that this resolution does not impose a direct and significant economic burden upon a business, nor does it directly restrict the formation, operation or expansion of a business.]

ADOPTED this 11<sup>th</sup> day of August, 2009 by the following vote:

AYES: Humke, Weber, Larkin, Bretterwitz, Young  
NAYS: Ø  
ABSENT: Ø  
ABSTAIN: Ø



David Humke, Chairman



  
for Amy Harvey, County Clerk

## INTERLOCAL AGREEMENT

This Interlocal Agreement contains the terms of agreement between the Washoe County Health District and Washoe County through its Department of Juvenile Services, hereinafter referred to as the District and County respectively, entered into pursuant to Chapter 277 of the Nevada Revised Statutes.

Whereas, the District has clinical infrastructure for adolescent health services; and

Whereas, the County's goal is to maintain optimal detainee health, including detection and treatment of communicable disease, and

Whereas, the District agrees to provide consultative and clinical support services to the County as described herein,

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

The District agrees to:

1. Provide, at no charge to the County, PPD solution for Tuberculosis testing, and STD/TB treatment medications.
2. Provide the services of the District's contract pharmacist to prepare medications for APN to administer and dispense per APN protocol signed by collaborating physician.
3. Make available minor acute care medications, at the District's cost, which would include pharmacy time and materials.
4. Pay for chlamydia, gonorrhea, HIV and syphilis screening as itemized on the State Lab invoice.
5. Provide Clinical Laboratory Consultant time to conduct an annual evaluation to ensure laboratory competency.
6. Sterilize the County's medical equipment on an as-needed basis.
7. Notify the County of APN training opportunities related to Bloodborne Pathogens and Tuberculosis.
8. Submit a monthly invoice to the County itemizing the costs of minor acute care medications, laboratory consultant time and pharmacy time and materials.

The County agrees to:

1. Screen Wittenberg detainees for chlamydia, gonorrhea and selectively for HIV and syphilis and forward tests to the Nevada State Lab.
2. Forward Lab logs to the District to facilitate payment verification.
3. Complete and forward Sexually Transmitted Infection Survey forms (STIS) for every patient screened.
4. Forward updated/revised APN protocol to the District.
5. Reimburse the District upon receipt of invoice for minor acute care medications, laboratory consultant time and pharmacy costs and materials as per Journal Entry.
6. Pick-up medications from the District within mutually agreed time frame.
7. Consent to APN's participation on the District's Family Planning Advisory Board.

The parties hereto agree that in performing the activities contained herein the District is acting as a business associate of the County, as that term is defined in the Health Insurance Portability and Accountability Act of 1996, and accordingly the District must comply with the provisions of the attached Exhibit A in regard to the records of juveniles who have not been adjudicated delinquent.

This Interlocal Agreement may be modified at any time by written agreement signed by both parties.

This Interlocal Agreement shall be reviewed and may be renewed by both parties yearly with said renewal to be subject to ratification by the governing bodies of the parties.

Either party may terminate this Interlocal Agreement by giving the other party written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 30 calendar days from the date of mailing or hand delivery of the notice.

All notices required under this Agreement shall be in writing and mailed, postage prepaid, addressed to the designated representative of the respective parties:

COUNTY: Les Gruner, Division Director  
Washoe County Department of Juvenile Services  
P.O. Box 11130  
Reno, Nevada 89520

DISTRICT: M. A. Anderson, MD, MPH, District Health Officer  
Washoe County Health District  
P.O. Box 11130  
Reno, Nevada 89520

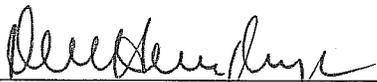
This Interlocal Agreement shall be entered into in Washoe County, State of Nevada, and shall be construed and interpreted according to the law of the State of Nevada.

Neither party may assign or subcontract any rights or obligations under this Interlocal Agreement without prior written consent of the other party.

This Interlocal Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, both written and oral.

This Interlocal Agreement will take effect upon ratification by the governing parties and shall remain in effect until June 30, 2010.

DISTRICT BOARD OF HEALTH

By:   
Denis M. Humphreys, O.D., Chairman

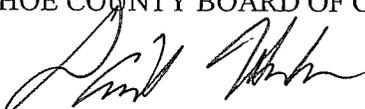
Date: 6/25/09

WASHOE COUNTY DEPARTMENT OF JUVENILE SERVICES

By:   
Director of Juvenile Services

Date: 10/29/09

WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS

By:   
Chairman

Date: 8/11/09

EXHIBIT A  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE CONTRACT PROVISIONS

I. Definitions

Catch-all definition:

Terms used, but not otherwise defined, in this Exhibit and the Agreement have the same meaning as those terms in the Privacy Rule.

- (a) Business Associate. "Business Associate" shall mean The Washoe County Health District.
- (b) Covered Entity. "Covered Entity" shall mean The Washoe County Department of Juvenile Services Wittenberg Hall Juvenile detention Facility.
- (c) Individual. "Individual" shall have the same meaning as the term "individual" in CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- (d) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- (e) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.501.
- (g) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

II. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose protected Health Information other than as permitted or required by the Agreement or as required by law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Agreement.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of the Agreement.

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(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the Agreement of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual.

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Washoe County Department of Juvenile Services Wittenberg Hall Juvenile Detention Facility, or to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, information collected in accordance with the Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

### III. Permitted Uses and Disclosures by Business Associate

Refer to underlying services agreement:

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Interlocal Agreement, provided that such use or disclosure

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would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

IV. Specific Use and Disclosure Provisions

(a) Except as otherwise limited in the Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Except as otherwise limited in the Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR §164.504(e)(2)(i)(B).

(d) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

V. Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

09-508  
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VI. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

VII. Termination

(a) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(3) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

(b) Effect of Termination

(1) Except as provided in paragraph (2) of this section, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon receiving concurrence from Covered Entity that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

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VIII. Miscellaneous

(a) Regulatory References. A reference in this Exhibit and Agreement to a section in the Privacy Rule means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(c) Survival. The respective rights and obligations of Business Associate under this Exhibit to the Agreement shall survive the termination of the Agreement.

(d) Interpretation. Any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

09-808

**RESOLUTION OF INTENT TO LEASE**

A RESOLUTION DECLARING THE COUNTY'S INTENT TO LEASE A SMALL AREA (982 SF) OF APN 019-140-12 TO SACRAMENTO-VALLEY LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS AS AUTHORIZED WITHIN NRS 244.2815; AND OTHER MATTERS PROPERLY RELATED THERETO.

**WHEREAS**, Washoe County owns a certain parcel of real property in Washoe County located at 2601 S. Arlington Avenue, Reno, Nevada, APN 038-401-02 (the Parcel); and

**WHEREAS**, Sacramento-Valley Limited Partnership d/b/a Verizon has requested to lease a small portion of the parcel (approximately 982+/- sf) on the perimeter of the parcel to provide additional cellular coverage to the residents and community; and

**WHEREAS**, Nevada Revised Statutes 244.2815 authorizes the Washoe County Board of Commissioners to sell, lease or otherwise dispose of real property for the purposes of redevelopment or economic development; when it supports the retention or expansion of existing commercial enterprises or facilities within the County; and

**WHEREAS**, the Washoe County Board of Commissioners has obtained an appraisal of the parcel pursuant to NRS 224.2795; and

**WHEREAS**, the request for the use of the parcel by Verizon supports findings by the Washoe County Board of Commissioners that are required within NRS 244.2815, set forth below; now, therefore, be it

**RESOLVED**, by the Washoe County Board of Commissioners as follows:

1. That it is in the best interest of the public to lease said property without offering said real property to the public; and
2. Upon receipt of an appraisal of the real property that it is in the best interest of the public to lease said property for less than fair market value as spelled out in NRS 244.2815; and

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3. That the lease of said property supports retention or expansion of existing commercial enterprises or facilities within the County in accordance with NRS 244.2815(3); and
4. Upon approval by the Washoe County Board of Commissioners and satisfaction of all terms and conditions, the Chairman shall be authorized to execute a land lease to transfer the property to Sacramento-Valley Limited Partnership d/b/a Verizon to be used for economic purposes by providing additional cellular coverage for the residents in that area.

ADOPTED this 11<sup>th</sup> day of August, 2009 by the following vote:

AYES: Humke, Weber, Larkin, Breternitz, Jung

NAYS: 0

ABSENT: 0

ABSTAIN: 0

*David E. Humke*

David E. Humke, Chairman  
Washoe County Commission



*Amy L. Harvey*, Chief Deputy  
Amy Harvey, County Clerk

# Interlocal Cooperative Agreement

Washoe County

City of Reno

City of Sparks

and

Washoe County School District

General Vehicle Maintenance and Repair  
Resource Sharing

09-822  
ees-60

**INTERLOCAL AGREEMENT BETWEEN WASHOE COUNTY, CITY OF RENO,  
CITY OF SPARKS, AND THE WASHOE COUNTY SCHOOL DISTRICT FOR  
GENERAL VEHICLE MAINTENANCE AND REPAIR RESOURCE SHARING**

THIS INTERLOCAL AGREEMENT FOR GENERAL VEHICLE MAINTENANCE AND REPAIR RESOURCE SHARING (“**Agreement**”) is dated this \_\_\_\_ day of January, 2009 (“**Effective Date**”), and is entered into by and between, Washoe County, a political subdivision of the State of Nevada (hereinafter “**County**”), the City of Reno, a Nevada municipal corporation (hereinafter “**Reno**”), the City of Sparks, a Nevada municipal corporation (hereinafter “**Sparks**”), and the Washoe County School District, a School District (“**WCSD**”).

**RECITALS**

This Agreement is entered into based upon the following:

A. WHEREAS, NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, including but not limited to, the joint use of general vehicle maintenance and repair, and such other facilities or services as may and can be reasonably used for the promotion and protection of the health and welfare of the inhabitants of this state<sup>1</sup>;

B. WHEREAS, the parties hereto are charged with the responsibility for general vehicle maintenance and repair; and maintaining staff, equipment and materials to perform the necessary work;

C. WHEREAS, it is the purpose of this Agreement to enable the parties to make the most efficient use of their resources by providing a cooperative framework for furnishing each other labor, equipment and materials when available on an in-kind exchange and reimbursable basis for general vehicle maintenance and repair.

NOW, THEREFORE, in consideration of the foregoing recitals, which are fully incorporated into this Agreement by this reference, the parties mutually agree as follows:

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<sup>1</sup> NRS 277.180(4) further requires that each public agency which has entered into an agreement pursuant to this section to annually at the time of preparing its budget include an estimate of the expenses necessary to carry out such agreement, the funds for which are not made available through grant, gift or other source, and provide for such expense as other items are provided in its budget. Each public agency may furnish property, personnel or services as necessary to carry out the agreement.

## **ARTICLE 1. DEFINITIONS**

- 1.1 “**Provider**” means any party hereto supplying labor, equipment and/or materials.
- 1.2 “**Labor, Equipment and/or Materials**” means the labor, equipment and/or materials relating to general vehicle maintenance and repair that may be requested by User and supplied by Provider as set forth in this Agreement.
- 1.3 “**User**” means any party hereto receiving general vehicle maintenance and repair.
- 1.4 “**Work Orders**” means those written agreements that the parties enter into to govern the specific details of any general vehicle maintenance and repair provided in accordance with the terms and conditions of this Agreement.
- 1.5 “**Vehicles**” means any automotive (including cars, vans, trucks, buses, and off-highway construction equipment) owned by the parties entered into this agreement.

## **ARTICLE 2. GENERAL**

2.1 **Term.** The parties agree that this Agreement will take effect upon its execution and be for a term of one (1) year from the date signed by the last signator. In addition, the parties shall have one (1) successive option to renew this Agreement under the same terms and conditions. Said options shall be exercised automatically unless any party submits a written notice to terminate this Agreement to the other parties 30 days or more prior to the end of the then term.

2.2 **Care and Security of Vehicles.** The parties agree that any time a request is made for general vehicle maintenance and repair, that the Provider shall be responsible for the proper care and security of the Vehicle until the Vehicle is returned to the User. The Provider shall permit the Vehicle to be repaired only by properly trained and supervised technicians. Any damage will be the responsibility of the party in possession of the Vehicle at the time the Vehicle is damaged. At its sole discretion, Provider shall be deemed an independent contractor and Provider's employees shall not be deemed employees of the User. The Provider's technicians shall perform under the general direction and control of the Provider.

## **ARTICLE 3. WORK ORDERS**

3.1 **Request for Labor, Equipment and/or Materials.** Work Orders shall incorporate the terms of this Agreement. Each Work Order shall specify the particular amounts and types of Labor, Equipment and/or Materials required, the estimated cost of the Labor, Equipment and/or Materials required, the location of the work, and any other information pertinent to the request. Upon receipt of the request, the Provider shall indicate their acceptance or rejection of the request, have it signed by the Fleet Manager, or designee, and return one copy to the User. Neither party shall be bound by any Work Order until execution thereof by that party.

3.2 **Conflict.** In the event a conflict exists between this Agreement and any Work Order, this Agreement shall prevail. In addition, any act or event affecting any particular Work Order, such as its completion, termination, acceptance, non-acceptance, continuation or modification, shall not affect any other Work Order or this Agreement unless agreed to in writing by the parties.

#### **ARTICLE 4. PAYMENT IN-KIND FOR EQUIPMENT AND MATERIALS; REIMBURSEMENT**

4.1 **In-Kind Exchange Schedules.** On an annual basis or more frequently as needed, the Fleet Managers of the respective parties shall meet and exchange In-Kind Exchange Schedules for the furnishing of Labor, Equipment and/or Materials between the parties pursuant to this Agreement.

4.2 **In-Kind Exchange.** On an ongoing basis, and in lieu of cash payments, parties may exchange and trade Labor, Equipment and/or Materials listed in their respective In-Kind Exchange Schedules.

4.3 **Quarterly Statements.** No later than five (5) days after the close of each quarter, each party shall submit to every other party a statement detailing the type and value of Labor, Equipment and Materials that was exchanged during the prior quarter.

4.4 **Reconciliation and Reimbursement.** On May 31st of each year, the parties shall add up the total amount of Labor, Equipment and Materials exchanged. Where the amount of Labor, Equipment and/or Materials supplied by one party is not offset by a like amount of Labor, Equipment and/or Materials supplied by another party, then the difference in value shall be deemed reimbursable, and paid within 30 days.

For purposes of illustration, in FY 2009, the County provides Reno \$3,000 worth of general vehicle maintenance and repair. Reno, in turn, provides the County \$4,000 worth of general vehicle maintenance and repair. At the end of the year the difference in value is deemed reimbursable, so the County is obligated to pay Reno \$1,000 within 30 days.

#### **ARTICLE 5. INDEMNIFICATION**

Subject to the limitations of Chapter 41 of NRS and any other applicable laws, and without waiving its statutory protections, User will defend, save and hold harmless Provider and their officers, agents, and employees from all third party claims, actions, damages, or expenses of any nature, including costs and reasonable attorney's fees, by reason of the negligent acts or omissions of User their assigns, agents, contractors, licensees, invitees, and/or employees arising out of or in connection with any acts or activities done pursuant to this Agreement. The obligation to defend and indemnify shall not include such claims, costs, damages or expenses which may be caused by the negligent acts or omissions of the Provider or their authorized agents or employees; provided, however, that if the claims or damages are determined to be caused by or result from the concurrent negligence of

- (1) Provider and their agents or employees; and,
- (2) the User, its agents or employees,

this indemnity provision shall be limited to the extent of the negligence of the User or its officers, employees and agents.

#### **ARTICLE 6. DISPUTE RESOLUTION**

6.1 **Mediation.** The parties shall submit any matter or action contemplated or arising hereunder or under any agreement executed pursuant hereto, including any claim based on or arising from an alleged tort relating to the subject matter of this Agreement and any dispute seeking equitable relief (collectively, "**Dispute**") for resolution on an informal basis to a mediator mutually agreed upon by the parties. Any Dispute which is not resolved informally through the mediation process may be filed as a civil action in the appropriate court of competent jurisdiction in Washoe County, Nevada. This Agreement shall be interpreted in accordance with the laws of the State of Nevada.

#### **ARTICLE 7. MISCELLANEOUS PROVISIONS**

7.1 **Further Assurances.** The parties shall execute and deliver such further documents, agreements, instruments and notices and shall take such other actions as may be necessary or appropriate to effectuate the intent and purpose of this Agreement.

7.2 **Notices.** All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given 3 days after mailing in the United States mail, using first class mail, postage prepaid thereon as follows:

##### **COUNTY**

Attn: Dan St. John, P.E.  
Public Works Director  
P.O. Box 11130  
Reno, NV 89520  
Tel. No.: (775) 328-2040  
Fax No.: (775) 328-3699

##### **RENO**

Attn: Neil Mann, P.E.  
Public Works Director  
P.O. Box 1900  
Reno, NV 89505  
Tel. No.: (775) 334-2350  
Fax No.: (775) 334-2490

##### **WCSD**

Attn: Paul Dugan  
Superintendent  
425 E. Ninth St.  
Reno, NV 89520  
Tel. No.: (775) 348-0374  
Fax No.: (775) 348-0304

##### **SPARKS**

Attn: Wayne Seidel, P.E.  
Public Works Director  
P.O. Box 857  
Sparks, NV 89432-0857  
Tel. No.: (775) 353-2330  
Fax No.: (775) 353-1635

7.3 **Assignment; Binding Effect.** This Agreement shall not assign without the written approval of the governing boards of all parties.

7.4 **Waiver.** The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of any breach of any term, covenant, representation, or warranty contained herein, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

7.5 **Entire Agreement; Modification.** This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. This Agreement may not be amended, nor may any of the terms, covenants, representations, warranties or conditions hereof be waived, except by a written instrument executed by the party against which such amendment is to be charged. The terms of this Agreement shall govern with respect to any conflict with the terms of any Work Order issued pursuant to Article 3.

7.6 **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada.

7.7 **Gender and Tense.** As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall each be deemed to include the other or others whenever the context so indicates.

7.8 **Headings.** The headings which appear at the commencement of each section are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between any heading and the section itself, the section itself and not the heading shall control as to construction.

7.9 **Force Majeure.** No party shall be held liable for any loss or damage due to delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, third party or governmental challenges or lawsuits, government regulations, refusal or delay by a governmental entity to issue any needed permit despite Provider's best efforts to get it, strikes, work stoppages, labor unrest, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions.

7.10 **Retention of Records.** All records pertaining to work carried out under this Agreement shall be retained for a period of not less than five (5) years after final payment is made for the Labor, Equipment and/or Materials, and in accordance with the Nevada Public Records Act, NRS 239,010, *et. seq.* All such material shall be available to the other party and their respective auditors at any reasonable time and upon reasonable notice for purposes of auditing, inspecting and copying. The parties shall mutually agree to any financial adjustment found

necessary by any audit. If the parties are unable to agree on such adjustment, then the matter shall be resolved pursuant to Article 6. Provider shall insert into any contracts entered into by Provider for the provision of Equipment and/or Materials hereunder the above requirements and also a clause requiring their respective contractors to include the above requirements in any subcontracts or purchase orders.

7.11 **Survival.** The representations, warranties, indemnities and waivers set forth in this Agreement, and provisions relating to payments and record retention, shall survive the termination, for any reason whatsoever, of this Agreement.

7.12 **Termination.** Any party may terminate its participation in this Agreement at any time by giving 30 days written notice to the other parties, with or without cause. Within 30 days from the date of termination, the terminating party shall reimburse the remaining parties to the Agreement for Labor, Equipment and/or Materials received but not offset by in-kind exchange. The remaining parties to the Agreement shall have one (1) year from the date of termination to repay the terminating party for Labor, Equipment and/or Materials received. In the event that any Party has failed to appropriate or budget funds for the purposes specified in this agreement, or that a Party has been required, in its sole judgment, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes in this agreement, this agreement shall be terminated without penalty, charge or sanction.

7.13 **Time of the Essence.** Time is of the essence in this Agreement.

7.14 **No Third-Party Rights.** Except for the parties indemnified pursuant to Article 5, the parties expressly disclaim the creation of any right in any third party whatsoever under this Agreement. There are no third-party beneficiaries. The only parties who may enforce this Agreement and any of the rights under this Agreement are the parties hereto.

7.15 **Legal Relations.** No liability shall attach to the parties by reason of entering into this Agreement except as expressly provided herein.

7.16 **Days.** All references to "days" herein shall mean calendar days, unless otherwise indicated.

7.17 **Severability.** If any section, paragraph, sentence or clause of this Agreement or any Work Order executed pursuant hereto is declared by a court of competent jurisdiction to be unenforceable or void by reason of public policy or otherwise, then the remaining provisions of such agreement shall nonetheless remain in force to the fullest extent permitted by law.

[SIGNATURE PAGE FOLLOWING]

IN WITNESS WHEREOF, the parties hereto have duly executed this Interlocal Agreement for the General Vehicle Maintenance and Repair Resource Sharing as of the Effective Date first written above.

WASHOE COUNTY  
a political subdivision of the State of Nevada

CITY OF RENO  
a Nevada municipal corporation

By: David Humke 8/11/09  
David Humke, Chairman  
Washoe County Commission

By: Robert A. Cashell, Sr.  
Robert A. Cashell, Sr.  
Mayor

Attest:  
By: Amy Harvey  
Amy Harvey  
County Clerk



Attest:  
By: Syrette R. Jones  
Syrette R. Jones  
City Clerk

APPROVED AS TO FORM:

By: Paul Lipparelli  
Paul Lipparelli,  
Deputy D.A., Civil Division

APPROVED AS TO FORM:

By: Susan Ball Rothe  
Susan Ball Rothe  
City Attorney's Office

WASHOE COUNTY SCHOOL DISTRICT  
a School District

CITY OF SPARKS  
a Nevada municipal corporation

By: Paul Dugan  
Paul Dugan,  
Superintendent

By: Geno R. Martini  
Geno Martini  
Mayor

State of Nevada  
County of Washoe  
This instrument was acknowledged before me on 7-30-09, by Paul Dugan.

Attest:  
By: Linda K Patterson  
Linda K Patterson  
City Clerk



Patricia Peterson  
Notary Public

APPROVED AS TO FORM:

By: Chet Adams  
Chet Adams  
City Attorney's Office

WASHOE COUNTY SCHOOL DISTRICT  
TRANSPORTATION DEPARTMENT  
P.O. Box 30425  
Reno, Nevada 89520-3425



**RESOLUTION ACCEPTING REAL PROPERTY  
FOR USE AS A NON-MOTORIZED PUBLIC TRAIL CORRIDOR  
WITHIN THE GALENA CANYON SUBDIVISION**

GALENA CANYON SUBDIVISION UNIT 1, TRACT MAP NO. 3521, DOCUMENT NO. 2203147, RECORDED April 23, 1998; GALENA CANYON SUBDIVISION UNIT 2A, TRACT MAP NO. 4245, DOCUMENT NO. 2899903, RECORDED AUGUST 5, 2003; AND GALENA CANYON SUBDIVISION UNIT 2B, TRACT MAP NO 4335, DOCUMENT NO. 3018803, RECORDED APRIL 7, 2004. [APN(s) 148-282-03, 148-301-03, 148-302-01, 148-303-03, 148-304-03 totaling 1.159 acres]

WHEREAS, It is a function of Washoe County, through its Department of Regional Parks and Open Space, to provide public recreation opportunities including regional trail corridors for non-motorized uses; and

WHEREAS, Certain real property was identified for use as a non-motorized trail corridor and was subsequently offered for dedication by Tract map No. 3521, Document No. 2203147, recorded on April 23, 1998; Tract Map No. 4245, Document No. 2899903, recorded on August 5, 2003; and Tract Map No. 4335, Document No. 3018803, recorded on April 7, 2004; and

WHEREAS, Said offer of dedication was rejected by Washoe County, as the trail corridor was not complete nor constructed to Washoe County standards; and

WHEREAS, NRS 278.390 provides that if at the time a final map is approved but the associated trail corridor is rejected, the offer of dedication shall be deemed to remain open and the governing body may by resolution at any later date, and without further action by the subdivider, rescind its action and accept and open the trail corridor for public use; and

WHEREAS, Said trail corridor has been constructed to meet County standards and is required to be maintained by the Galena Canyon Homeowner's Association in accordance with the Declaration of Covenants, Conditions, and Restrictions, Washoe County Recorder Doc. No. 3456215; and

WHEREAS, Said trail corridor is important to the regional trail system for public recreation opportunities; and

WHEREAS, The Board of County Commissioners find that it is in the best interest of the public to accept said trail corridor; now, therefore, be it

09-82-3

6K(1)

RESOLVED, By the Washoe County Board of Commissioners, pursuant to NRS 278.390, that the trail corridor shown on Tract Map No. 3521, Tract Map No. 4245 and Tract Map No. 4335 are hereby accepted, and the Department of Regional Parks and Open Space is directed to open the trail corridor for public use; and

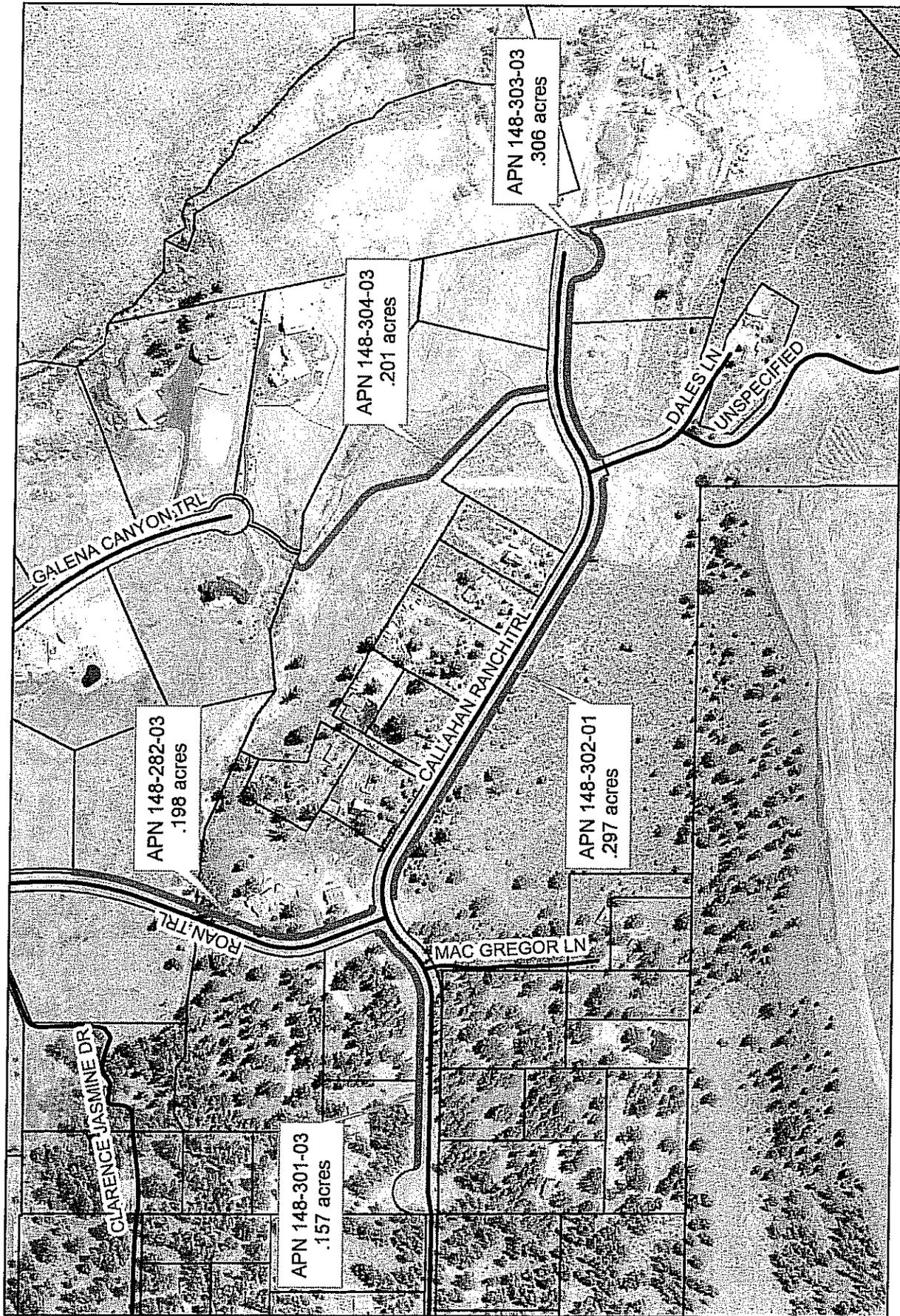
BE IT FURTHER RESOLVED, and hereby ordered, that the Department of Regional Parks and Open Space shall record this resolution in the Office of the Washoe County Recorder.

Adopted this 11th Day of August, 2009

By:   
\_\_\_\_\_  
David E. Humke, Chairman



*Amy L. Harvey*  
\_\_\_\_\_  
Amy Harvey  
County Clerk



**GALENA CANYON SUBDIVISION  
REAL PROPERTY DEDICATIONS**

**[for use as a non-motorized public trail corridor]**



**INTERLOCAL AGREEMENT BETWEEN THE CITY OF RENO AND  
WASHOE COUNTY REGARDING FUNDING THE TEMPORARY ASSISTANCE FOR  
DISPLACED SENIORS (TADS) PROGRAM**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this 11<sup>th</sup> day of August, 2009 ("Effective Date") by and between the Washoe County, a political subdivision of the State of Nevada (hereinafter "County"), and the City of Reno, a political subdivision of the State of Nevada (hereinafter "City").

**RECITALS**

- A. WHEREAS, the TADS program provides immediate response to Reno and Washoe County seniors that may be experiencing abuse, neglect, exploitation, abandonment or wandering behavior that prevents her/him from safely returning to the usual living arrangement;
- B. WHEREAS, the TADS program provides a critical referral resource for law enforcement personnel within Reno and Washoe County if the immediate resolution of the senior's difficulties cannot be resolved and a temporary housing placement and support services are needed to address issues faced by the elderly and other issues of public concern;
- C. WHEREAS, City and County recognize a need for such a program and emergency response which will benefit citizens of Reno and Washoe County;
- D. WHEREAS, City desires to partially fund the TADS program in an initial amount of \$2,100 and not to exceed \$4,200 during the fiscal year;
- E. WHEREAS, County desires to provide a facilitating role in providing the TADS program;
- F. WHEREAS, NRS 277.180(1) requires that the interlocal agreement fully set forth the purposes, powers, rights, objectives and responsibilities of the contracting parties, and be ratified by appropriate official action of the governing body of each party to the contract as a condition precedent to its entry into force.

09-831

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into the Agreement by this reference, the parties mutually agree as follows:

1. SERVICES.

a. County shall contract or otherwise arrange for the TADS program to be fully operational. The program shall provide immediate response to Reno and Washoe County seniors that may be experiencing abuse, neglect, exploitation, abandonment or wandering behavior that prevents her/him from safely returning to the usual living arrangement. Seniors who are identified as homeless will be referred to the homeless service network rather than the TADS program.

b. If the immediate resolution of the senior's difficulties is a temporary housing situation, a TADS referral will be made. Placement will be dependent upon the support service needs of the senior. Once placed in temporary housing through this program or returned to their primary residence, the case will be referred to Washoe County Senior Social Services for advocacy, representative payee or case management services if those services are identified as potential needs. TADS housing is time limited to up to 30 calendar days.

62(4)

2. COMPENSATION. As soon as the County has made the arrangements described in paragraph 1, the City shall pay to the County the sum of \$2,100. The Director of the City's Department of Parks, Recreation and Community Services is authorized to direct the City to pay to the County an additional sum of \$2,100 during this fiscal year should she believe the payment is warranted, at her sole option, and provided the funding is available. The County shall apply the money toward the services described in Subsection "a" of Section "1". Any unused portions of the compensation shall be promptly returned to City.

3. TERM OF AGREEMENT. This agreement shall run from execution of the agreement by both parties for a term through Fiscal Year 2009-10.

4. EXTENSION. During the term of this agreement, both parties shall evaluate the benefit of the program and consider whether and how the program, or assistance to the program, should be extended, including consideration of additional funding by both parties. The County Manager and the Director of the City's Department of Parks, Recreation and Community Services are authorized to extend this agreement, upon their mutual agreement to do so, for one additional fiscal year under the same terms and conditions and for any amount up to a maximum of \$5,000 for the additional fiscal year.

5. INDEMNIFICATION. To the extent allowed by law, each party shall defend, hold harmless and indemnify the other party and its officers, and employees from all costs and claims for damages to real or personal property, or personal injury to any third party, resulting from such parties own negligence or negligence of its employees or agents, arising out of the performance of the services set forth in Section "1" of this Agreement.

6. NOTICE. Notices required under this Agreement shall be given as follows:

To COUNTY: Director of Senior Services  
Washoe County  
P.O. Box 11130  
Reno, NV 89520

To CITY: City Manager  
City of Reno  
P.O. Box 1900  
Reno, NV 89505

7. NO THIRD-PARTY RIGHTS. The parties expressly disclaim the creation of any right in any third party whatsoever under this Agreement. There are no third-party beneficiaries. The only persons who may enforce this Agreement and have any rights under this Agreement are the City and County.

8. SEVERABILITY. If any section, subsection, clause, phrase, or word of this Agreement is for any reason held invalid, unenforceable or unconstitutional by any court of competent jurisdiction, such section, subsection, clause, phrase, or word shall be deemed a separate, distinct and independent provision and such holding shall not negatively affect the validity of the remaining portions of this Agreement.

9. JURISDICTION. This Agreement shall be administered and interpreted under the laws of the State of Nevada. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

10. ENTIRE AGREEMENT. This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement. No purported oral amendment to this Agreement shall be valid.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement the day and year first written above.

THE CITY OF RENO

By: *Robert A. Cashell, Sr.*  
Robert A. Cashell, Sr.  
Mayor

Attest:  
By: *Lynnette R. Jones*  
Lynnette R. Jones  
City Clerk



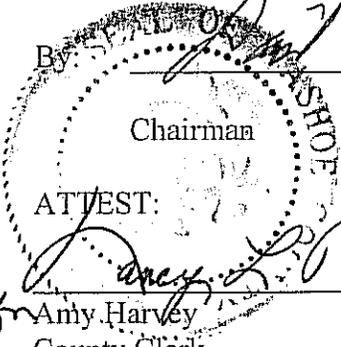
APPROVED AS TO FORM ONLY

By: *Craig Shaw*  
City Attorney's Office

WASHOE COUNTY

By: *Paul E. Walker*  
Chairman

ATTEST:  
*Amy Harvey*  
for Amy Harvey  
County Clerk



APPROVED AS TO FORM ONLY

By: *Melanie Foster*  
Washoe County District Attorney's Office

## 7-10-09: WRWC Agenda Item 11 Attachment

**INTERLOCAL AGREEMENT**

1. **PARTIES** This Interlocal Agreement (“Agreement”) is entered into between Washoe County, a political subdivision of the State of Nevada, by and through its duly constituted Board of County Commissioners (“County”), and the Western Regional Water Commission, a Joint Powers Authority created pursuant to Chapter 531, Statutes of Nevada 2007, by and through its duly constituted Commission (“WRWC”), and all parties are hereafter occasionally referred to as “Party” or “the Parties.”

2. **RECITALS**

2.1 The Parties are public agencies under NRS 277.100;

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

2.3 Pursuant to the Act, WRWC is authorized to impose and collect a fee from ratepayers receiving water service from public water purveyors in the region at a rate not to exceed 1.5% of the amount otherwise billed in order to fund the planning and administration required by the Act (Water Management Fund”); and

2.4 NRS 355.168 and 355.175 authorize the County’s Treasurer (“Treasurer”) to invest by pooling any money held by the Treasurer for public agencies/local governments;

2.5 WRWC, as a “local government” under NRS 354.474, desires to deposit all or part of the Water Management Fund, and any other authorized monies, with Treasurer to be pooled with monies of the County and other “local governments” for investment in the County’s Investment Pool Fund (“Fund”); and

2.6 WRWC hereby authorizes County and Treasurer, and County and Treasurer agree, to invest certain monies from the Water Management Fund and other authorized sources of monies deposited by WRWC (“WRWC Monies”) in the Fund; and

2.7 The Parties wish to formalize this Agreement to set forth the terms and conditions upon which WRWC Monies shall be pooled and invested; and

NOW THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties agree as follows:

3. **PRIOR AGREEMENTS** This Agreement cancels and supersedes, as of the date hereof, any previous agreement, whether oral or written, between County and WRWC regarding the subject of this Agreement.

09-835

4. AUTHORIZATION TO POOL AND INVEST WRWC hereby authorizes County and Treasurer, and County and Treasurer agree, to invest certain monies tendered by WRWC in the Fund pursuant to the terms and conditions hereof.

5. IDENTIFICATION OF WRWC'S MONIES WRWC will deposit certain monies with Treasurer from time to time for the purposes set forth herein.

6. INVESTMENTS AND ALLOCATION

6.1 Treasurer shall invest WRWC's monies in such securities only as authorized by NRS 355.170 and 355.171 as well as other applicable provisions of Nevada Revised Statutes and any special applicable law and in accordance with County's investment policies (a copy of which WRWC acknowledges receipt).

6.2 Treasurer shall allocate and distribute on account for WRWC a pro rata share of any gains, losses and interest earnings in the Fund based upon the proportion of WRWC's monies to the total value of the Fund and also based on the average cash balance in the Fund over the applicable accounting period. Any related third party charges shall likewise be allocated to WRWC. WRWC acknowledges that the County and the Treasurer utilize the services of a professional fund manager as well as a statutorily required third party custody agent and that WRWC pro rata share of expenses will include the fees to pay these professional managers/agents

7. PROCESSING WRWC'S DEBT PAYMENTS

7.1 In the event that WRWC deposits with Treasurer WRWC monies which are obligated under special financing, such as bonds, WRWC shall be solely responsible for monitoring the status of such special financing and determining if and when it is appropriate to call such special financing. Until WRWC advises Treasurer in writing that it is calling such special financing and directs Treasurer to cease payments, Treasurer shall process payments on such special financing on behalf of WRWC in accordance with instructions of issuance.

7.2 Treasurer may act as paying agent or select a third party paying agent to process such payments. Any charges by such a third party shall be deducted from WRWC's monies in the Fund.

8. REPORTING The Washoe County Comptroller shall deliver to WRWC as soon as practical following the end of each quarter of each fiscal year a report revealing the Fund's balances, earnings, losses and prorata allocations thereof to WRWC.

9. WRWC'S AUTHORIZED AGENTS WRWC shall promptly advise Treasurer in writing of the name(s) and address(es) of its employee(s)/agent(s) who is/are authorized to advise and instruct Treasurer concerning the matters of this Agreement. WRWC will also provide to Treasurer specimen signatures of the authorized employee(s)/agent(s). Treasurer shall not suffer any liability whatsoever with respect to any action taken in reliance upon any written instructions or notices which Treasurer shall, in good faith, believe to be genuine and to have

been signed by WRWC's authorized employee(s)/agent(s).

10. WITHDRAWALS AND TERMINATION

10.1 WRWC is entitled to make partial withdrawals of its monies out of the Fund provided WRWC delivers to Treasurer written notice and specific instructions regarding said withdrawal. Treasurer shall comply therewith at the first reasonable opportunity presented by the markets and in consideration of the type of investments used in the Fund, but only so long as the Fund incurs no loss or risk to its remaining investments, and further so long as WRWC pays any penalties, losses and third-party-expense related to said withdrawal. Cash distribution shall be determined by par value of securities at liquidation, if necessary.

10.2 This Agreement may be terminated by either party upon thirty days (30) written notice or upon the enactment of any law inconsistent herewith. The value of the Fund at the expiration of said thirty (30) days shall determine the prorata value of WRWC's monies, including earnings and losses, available to be distributed to WRWC. Notwithstanding the thirty (30) day notice, such distributions of WRWC's monies from the Fund shall occur over that period of time which in the reasonable determination of Treasurer is necessary to protect the Fund's other investments from risk and loss in accordance with sec. 10.1 above, not to exceed eight (8) months. The party electing to terminate this Agreement shall pay all penalties, losses and third-party-expense related to such distributions.

11. INDEMNIFICATION/HOLD HARMLESS

11.1 The Parties agree that each will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party arising from any negligent act or negligent failure to act by any of that party's employees, agents, or servants in connection with the performance of obligations assumed pursuant to this Agreement.

11.2 Each Party further agrees, to the extent allowed by law pursuant to NRS Chapter 41, to hold harmless, indemnify and defend the each other from any and all losses, liabilities, or expenses of any nature to the person or property of another, to which each may be subjected as a result of any claim, demand, action, or cause of action arising out of the negligent acts, errors or omissions on the part of the employees, agents, or servants of the other.

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

11.4 W.R.W.C. agrees that it is investing at its own risk and that past performance is not an explicit guarantee for future performance. W.R.W.C. agrees to hold the County harmless from all claims, suits, actions, costs, losses, penalties, taxes and liabilities, including court costs and attorneys' fees, arising from or related to investment performance under this Agreement.

12. MISCELLANEOUS PROVISIONS

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

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

12.3 This Agreement may not be modified, amended, assigned, transferred, nor may any rights, obligations or duties hereunder be delegated in any respect without the written consent of the other party hereto.

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

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

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

12.7 All notices, demands or other communications required or permitted to be given in connection with this Agreement, shall be in writing, and shall be deemed delivered when personally delivered to a party (by personal delivery to an officer or authorized representative of an agency party) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the parties as follows:

Washoe County Treasurer  
Administration Complex  
1001 East Ninth Street, Suite D 140  
Reno, Nevada 89512

Western Regional Water Commission  
1355 Capital Boulevard  
Reno, Nevada 89502  
Attention: WRWC Treasurer

7-10-09: WRWC Agenda Item 11 Attachment

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

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

12.9 This Agreement is effective upon the date the last signing party signs this Agreement ("Effective Date").

IN WITNESS WHEREOF, the Parties have executed this Agreement.

WASHOE COUNTY

WESTERN REGIONAL WATER COMMISSION

Dated this 11<sup>th</sup> day of August, 2009

Dated this 10<sup>th</sup> day of July, 2009

By: David Hünke

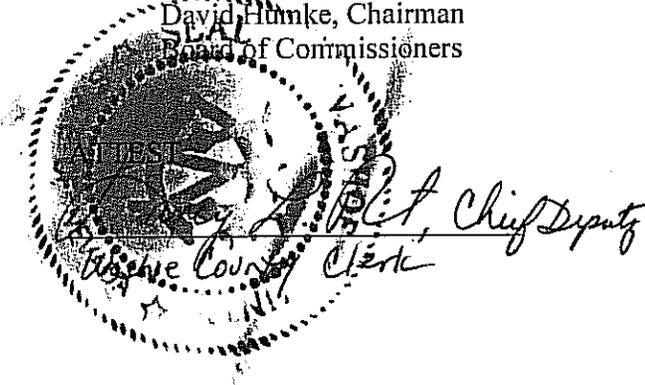
David Hünke, Chairman  
Board of Commissioners

By: Michael Carrigan

Michael Carrigan, Chairman

ATTEST:

\_\_\_\_\_



**RESOLUTION AUTHORIZING THE SALE OF 111.1 ACRES  
(A PORTION OF CANEPA RANCH) TO THE UNITED STATES OF AMERICA  
(DEPARTMENT OF AGRICULTURE - FOREST SERVICE)**

WHEREAS, Washoe County, a political subdivision of the State of Nevada, owns parcels of real property situated in the County of Washoe, APN'S [038-150-14, 038-150-21, 038-530-29, 038-530-42], commonly known as Canepa Ranch (portion); and

WHEREAS, The United States, through its Department of Agriculture-Forest Service, with authorization from the Secretary of Agriculture, has identified the real property as a priority for open space conservation, safeguarding the Humboldt-Toiyabe National Forest, outdoor recreation, and wildlife habitat preservation (the "Project"); and

WHEREAS, The United States has obtained funding authorization to acquire the property through the Southern Nevada Public Land Management Act for the Project; and

WHEREAS, The United States desires to purchase from Washoe County for purposes of the Project and Washoe County desires to sell to the United States for purposes of the Project a portion of the Canepa Ranch property (111.1 acres), more particularly described in Exhibit "A" attached hereto (the "Property"), which is essential to the Project; and

WHEREAS, The County and the United States are public agencies authorized under NRS 277.050 to enter into agreements exempt from the requirements of the public bidding process for the sale, lease or exchange of real property as described herein; and

09-848

WHEREAS, The Washoe County Department of Regional Parks and Open Space is recommending that it is in the best interests of the County and the public that the Property described in Exhibit A be sold at the Board of County Commissioners' meeting to be held either on August 25, 2009 at 6:00 PM, pursuant to NRS 277.050 for a price as determined by a certified appraisal; and

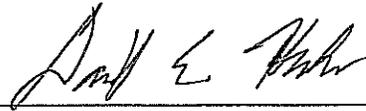
WHEREAS, The purchase price shall be the appraised value of the Property as determined by a professional Real Estate Appraisal performed by Lee B. Smith, MAI, ARA of Lee B. Smith and Associates on May 6, 2009, which placed the total appraised fair market value of the Property in the amount of \$1,525,000.00; now, therefore, be it

RESOLVED, That the Board of Washoe County Commissioners supports the needs of the United States Department of Agriculture-Forest Service to preserve the real property for a public benefit and purpose and, thus, hereby declares its intent to sell the subject Property to the United States for the certified appraised value in the amount of \$1,525,000.00 at a public meeting of the Board of County Commissioners on either on August 25, 2009 at 6:00 PM.; and

BE IT FURTHER RESOLVED, That the Property described in Exhibit A shall be sold "AS IS, WHERE IS" to the United States and that the Chairman shall, upon the affirmative vote of the Board, be authorized to execute a Purchase Option Contract and Warranty Deed conveying title to the Property to the United States.

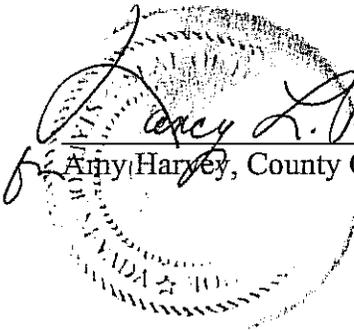
This Resolution shall be effective on passage and approval.

ADOPTED this 11th day of August 2009.

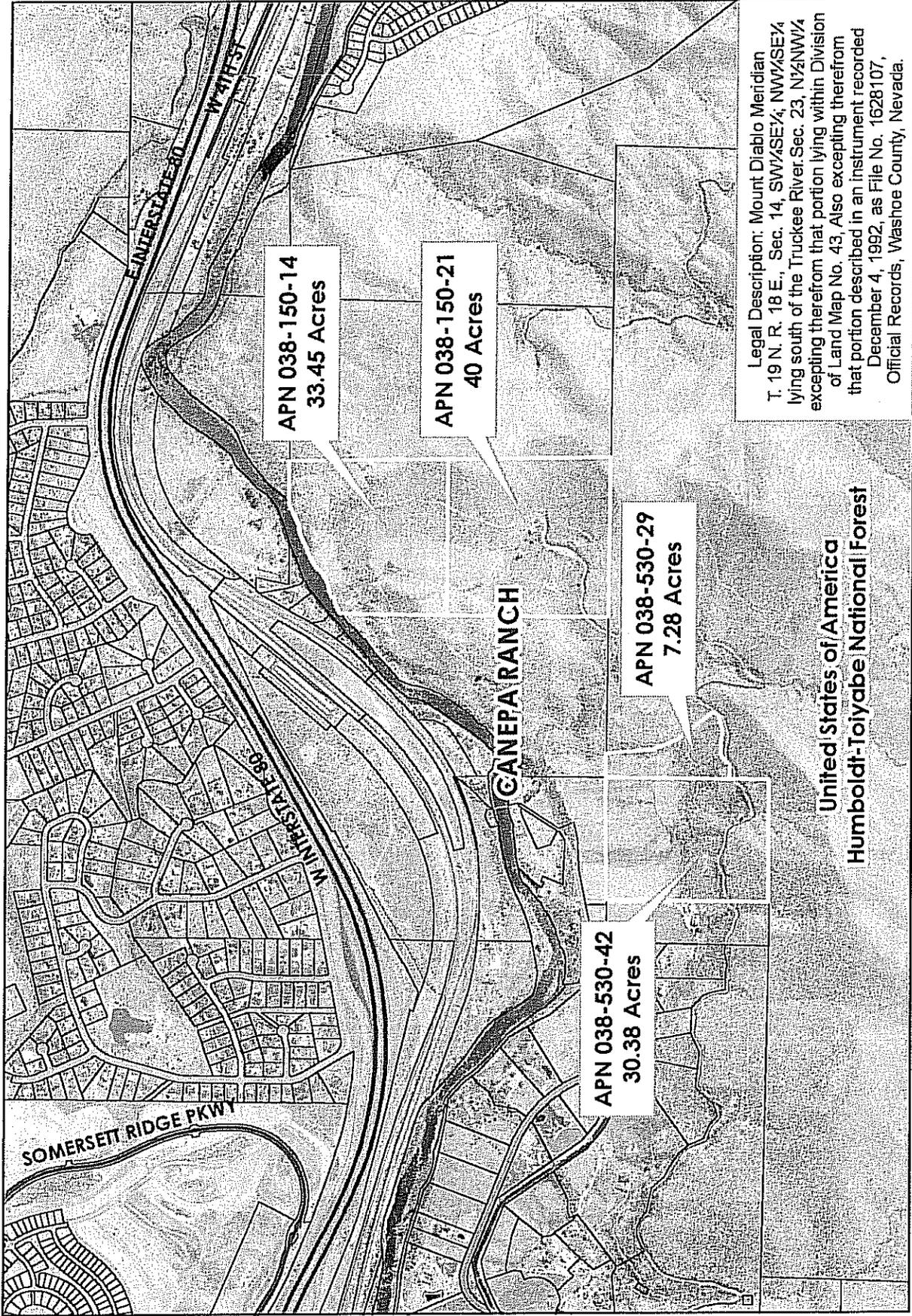


\_\_\_\_\_  
David E. Humke, Chairman  
Board of Washoe County Commissioners

ATTEST:



*Jerry L. A. Chief Deputy*  
\_\_\_\_\_  
Amy Harvey, County Clerk



**EXHIBIT A**  
**CANEPA RANCH (portion)**  
**Washoe County Sale To United States (USDA-Forest Service)**

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT  
INCLINE WAY PEDESTRIAN PATH PROJECT

This Agreement is made and entered the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the State of Nevada, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and Washoe County, acting by and through its Department of Public Works, P.O. Box 11130, 1001 E. Ninth Street, Reno, NV 89520 (hereinafter "COUNTY").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under N.R.S. (Nevada Revised Statutes) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 U.S.C. (United States Code) § 106; and

WHEREAS, N.R.S. 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 C.F.R. § 635.105(c) provides that when a local public agency project is located on a street or highway over which the DEPARTMENT does not have legal jurisdiction, or when special conditions warrant, the DEPARTMENT may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract provided certain conditions are met; and

WHEREAS, the COUNTY will design, advertise, award, and manage construction of the Incline Way Pedestrian Path as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved for Federal Enhancement funds; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - DEPARTMENT AGREES:

1. To assist the COUNTY with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 C.F.R. § 771 and (b) obtaining the environmental permits and clearances.
2. To ensure that the COUNTY's actions are in accordance with applicable Federal and State regulations and policies.
3. To obligate Federal Enhancement funding for a maximum amount of Three Hundred Fifty-Three Thousand Nine Hundred Eighty-Six and 00/100 Dollars (\$353,986.00).
4. To establish a Project Identification Number to track all PROJECT costs.
5. Once the funding is obligated, to provide the COUNTY with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT.

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6. To ensure that all applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.

7. To review and comment on the COUNTY's design (including plans, specifications and estimates) in Twenty (20) working days and to ensure that, American Association of State Highway Transportation Officials (AASHTO), American with Disabilities Act (ADA), and Manual of Uniform Traffic Control Devices (MUTCD) Guidelines are followed.

8. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions in accordance with the DEPARTMENT's administrative requirements.

9. To review and approve the COUNTY's procedures utilized for advertising, bid opening and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.

10. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

11. To authorize the COUNTY to proceed with the advertisement/award of the contract and construction of the PROJECT, once the final design (including plans, specifications and estimates) has been reviewed and approved by the DEPARTMENT, all certifications have been completed and the funding authorized. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed".

12. To assign a Local Public Agency Coordinator and a resident engineer to act as the DEPARTMENT's representative to monitor the COUNTY's compliance with applicable Federal and State requirements.

13. To review and approve when appropriate addenda, supplementals and change orders to the construction contract of the PROJECT to ensure compliance with the terms of this Agreement within five (5) working days. Failure to respond within five (5) working days constitutes approval. Approval of said addenda, supplementals and change orders does not alter the maximum reimbursement to the COUNTY as established in ARTICLE I Paragraph 3, minus any DEPARTMENT PROJECT COSTS as established in ARTICLE III Paragraph 7.

14. To review the COUNTY's as-built plans and to attend the COUNTY final inspection of the PROJECT.

15. To reimburse the COUNTY, quarterly as work progresses on the PROJECT, for ninety-five percent (95%) of ELIGIBLE PROJECT COSTS based on supporting documentation minus any DEPARTMENT PROJECT COSTS. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I Paragraph 3, minus any DEPARTMENT PROJECT COSTS as established in ARTICLE III Paragraph 7. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal Office of Management and Budget (OMB) Circulars including but not limited to those listed on Attachment B, attached hereto and incorporated herein.

#### ARTICLE II - COUNTY AGREES:

1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications and estimates); (b) the

completion of the NEPA documentation in conformance with 23 C.F.R. § 771; (c) the acquisition of environmental permits and clearances; and (d) the advertisement, award and construction management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State and local laws, regulations, ordinances and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at <http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm>, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with COUNTY standards. The PROJECT shall be operated and maintained in accordance with applicable Federal, State and local laws, regulations, ordinances and policies.

2. To require those utility companies having franchise agreements with the COUNTY, when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the PROJECT at no cost to the PROJECT, DEPARTMENT or the COUNTY.

3. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, right-of-way settings, review meetings and the pre-construction conference.

4. To submit to the DEPARTMENT for review and approval, preliminary plans at sixty percent (60%), ninety percent (90%) and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate and bid documents, which must include the provisions listed in Attachment C "Required Documents In Bid Packets Of Projects without DBE Goals", attached hereto and incorporated herein.

5. Concurrent with its provision to the DEPARTMENT of the hundred percent (100%) submittal, the COUNTY shall submit a written certification accompanied by supporting documentation, evidencing that the proposed improvements will be constructed on property owned or authorized to be used by the COUNTY.

6. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.

7. To submit to the DEPARTMENT three (3) final sets of plans, specifications, estimates and bid documents for the DEPARTMENT's use.

8. To perform the contract administration of the construction contract by providing appropriate personnel to: (a) observe, review, inspect, perform materials testing; (b) be in responsible charge of the construction; (c) be capable of answering any question that may arise in relation to the contract plan and specifications during construction; (d) be responsible for ensuring that all applicable NEPA, environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met; and (e) to report to the DEPARTMENT's Resident Engineer on administration of the contract, compliance with Federal requirements and the contractor's acceptable fulfillment of the contract.

9. To submit to the DEPARTMENT for review and approval any addenda, supplementals and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals and change orders prior to incorporating them into the PROJECT.

10. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.

11. To perform PROJECT documentation and quality control during contract administration according to the COUNTY's established procedures, as approved by the DEPARTMENT. If the COUNTY does not have DEPARTMENT approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual," incorporated herein by reference. The manuals may be obtained from the DEPARTMENT's Administrative Services Division.

12. As work progresses on the PROJECT, the COUNTY shall provide the DEPARTMENT with quarterly invoices for payment of the PROJECT COSTS. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I Paragraph 3, less any DEPARTMENT PROJECT COSTS, as established in Article III Paragraph 7. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal OMB Circulars including but not limited to those listed on Attachment B.

13. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Eighteen Thousand Six Hundred Thirty and 00/100 Dollars (\$18,630.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the COUNTY's budgeted appropriations and the allocation of sufficient funds by the governing body of the COUNTY. The COUNTY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

14. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the COUNTY to accept maintenance responsibilities for the pedestrian path including utility costs for the improvements constructed as part of the PROJECT, upon completion and the DEPARTMENT's final written acceptance of the PROJECT.

15. To complete and sign Attachment D – "Affidavit Required Under Section 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987" and Attachment E – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

#### ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including December 31, 2012 or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein, whichever occurs first.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 C.F.R. § 225.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. All right-of-way for the PROJECT is in place and no utility facilities, having prior rights or franchise agreements that require the COUNTY to pay for any relocation, will require relocation to accommodate the PROJECT. If it is subsequently determined that this is inaccurate, a written amendment to this Agreement shall be required.

5. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

6. The TOTAL ESTIMATED PROJECT COSTS are Three Hundred Seventy-two Thousand Six Hundred Sixteen and 00/100 Dollars (\$372,616.00), which includes: Three Hundred Fifty-Three Thousand Nine Hundred Eighty-Six and 00/100 Dollars (\$353,986.00), comprising Federal funding of ninety-five percent (95%) of the TOTAL ESTIMATED PROJECT COSTS; and a match of Eighteen Thousand Six Hundred Thirty and 00/100 Dollars (\$18,630.00), comprising COUNTY match funding of five percent (5%) of TOTAL ESTIMATED PROJECT COSTS. The parties acknowledge and agree that the TOTAL ESTIMATED PROJECT COSTS set forth herein are only estimates and that in no event shall the DEPARTMENT or federal portion exceed the total obligated amount, as established in Article I Paragraph 3, and furthermore in no event will the COUNTY be obligated under this Agreement to pay any additional PROJECT COSTS in excess of the match amount set forth above, except as otherwise approved by the governing body of the COUNTY.

7. The following is a summary of TOTAL ESTIMATED PROJECT COSTS and available funds:

**TOTAL ESTIMATED PROJECT COSTS:**

DEPARTMENT Preliminary Engineering Costs:	\$ 5,000.00
COUNTY Preliminary Engineering Costs:	\$ 29,100.00
DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
COUNTY Construction Engineering Costs:	\$ 43,600.00
Construction Costs:	<u>\$289,916.00</u>

**TOTAL ESTIMATED PROJECT COSTS:** \$372,616.00

**AVAILABLE FUNDING SOURCES:**

Federal Enhancement Funds:	\$353,986.00
COUNTY Funds:	<u>\$ 18,630.00</u>

**TOTAL PROJECT FUNDING:** \$372,616.00

8. The COUNTY may not incur any reimbursable PROJECT COSTS until this Agreement is executed by both parties and the DEPARTMENT has issued a written "Notice to Proceed."

9. The TOTAL PROJECT COSTS shall be determined by adding the total costs incurred by the DEPARTMENT and the COUNTY for preliminary engineering, completing the NEPA process and acquiring environmental permits and clearances, right-of-way engineering, right-of-way acquisition, the relocation of utilities, construction engineering, and construction costs. The COUNTY match will be calculated using the applicable percent of the TOTAL PROJECT COSTS eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the COUNTY, the COUNTY is responsible

for one hundred percent (100%) of all costs not eligible for Federal funding. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal OMB Circulars, including but not limited to those listed on Attachment B.

10. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work, and shall be specified in an amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

11. The COUNTY'S TOTAL ESTIMATED PROJECT COSTS may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices.

12. Plans, specifications, and estimates shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The COUNTY acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

13. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or COUNTY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

14. Should this Agreement be terminated by the COUNTY for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the COUNTY's failure to perform, the COUNTY shall reimburse the DEPARTMENT for any payments made to the COUNTY.

15. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Susan Martinovich, P.E., Director  
Attn: Juan Hernandez, E.I.  
Local Public Agency Coordinator  
Nevada Department of Transportation  
Roadway Design  
1263 South Stewart Street  
Carson City, NV 89712  
Phone: (775) 888-7988  
Fax: (775) 888-7401  
E-mail: [jhernandez@dot.state.nv.us](mailto:jhernandez@dot.state.nv.us)

FOR COUNTY: Don Morehouse  
Washoe County  
P.O. Box 11130  
1001 E. Ninth Street  
Reno, NV 89520  
Phone: (775) 328-3632  
Fax: (775) 328-6133  
E-mail: [dmorehouse@washoecounty.us](mailto:dmorehouse@washoecounty.us)

16. Up to the limitation of law, including, but not limited to, N.R.S. Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

17. The parties do not waive and intend to assert available N.R.S. Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any State or COUNTY breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

18. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this Agreement.

19. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

20. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

21. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

22. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

23. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and to present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

24. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

25. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising,

layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

26. Both parties shall assure that no person shall on the grounds of race, color, national origin, gender, age or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any service, program or activity offered by said parties, regardless of funding source. Both parties further assure that every effort will be made to prevent discrimination through the impacts of their programs, policies, and activities on minority and low-income populations.

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

28. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

29. Pursuant to N.R.S. 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

30. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law.

31. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

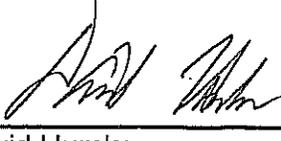
32. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WASHOE COUNTY

State of Nevada, acting by and through its  
DEPARTMENT OF TRANSPORTATION

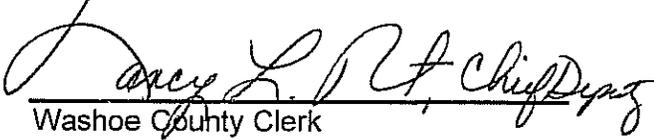
 8/11/09

David Humke  
Chairman, Washoe County Commission

Director

Attest:

Approved as to Legality and Form:

  
Washoe County Clerk

Deputy Attorney General