

BOARD OF COUNTY COMMISSIONERS, WASHOE COUNTY, NEVADA

TUESDAY

10:00 A.M.

OCTOBER 27, 2009

PRESENT:

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

Amy Harvey, County Clerk
Katy Simon, County Manager
Melanie Foster, Legal Counsel

The Board 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:

Katy Simon, County Manager, stated the Chairman and 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.

09-1111 AGENDA ITEM 3 – HUMAN RESOURCES

Agenda Subject: “Presentation of Excellence in Public Service Certificates honoring Washoe County employees who have completed essential employee development courses.”

Katy Simon, County Manager, recognized the following employees for successful completion of the Excellence in Public Service Certificate Programs administered by the Human Resources Department:

Essentials of Management Development
Delene Pestoni, Office Assistant III

Essentials of Support Staff

Terry Babione, Administrative Secretary

Essentials of Personal Effectiveness

Taylor Aumann, Account Clerk

Danielle Carlton, Account Clerk

Patti Day, Librarian I

Todd Kirsten, Sewer Systems Worker II

Shane O'Neal, Sign Fabricator

Deanna Spikula, Office Assistant II

09-1112 AGENDA ITEM 4

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.”

Sam Dehne voiced his opinion on annexation.

Hugh Ezzell spoke about the current grading ordinance and the County's Special Use Permit (SUP) process. He stated the SUP requirements had outgrown the County.

Jerry Dinzes expressed his concern for a transportation project that would be heard by the Tahoe Regional Planning Agency (TRPA) in the near future. He submitted an e-mail stating those concerns, which was placed on file with the Clerk.

David McClure stated he represented the King's Beach Business and Citizen's Alliance. He commented he had taken offense to a statement, in regard to Highway 28, made from the Executive Director of TRPA during a previous Board meeting about using the best science and technology for restoring, revitalizing and remaking Lake Tahoe. Mr. McClure indicated the Alliance felt the planned changes proposed by TRPA would result in congestion and problems concerning ingress and egress to Incline Village and Crystal Bay.

09-1113 AGENDA ITEM 5

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.)”

Katy Simon, County Manager, announced additional action was needed on Agenda Item 14 for the Chairman to execute the agreement. She also recommended Agenda Item 18 be heard after 6:00 p.m.

Commissioner Weber requested an agenda item for an update on grading permits. She asked if the Board could be notified in advance when a previously requested item would be placed on an agenda so constituents could be informed. Ms. Simon explained staff had been working on a system, which was reviewed weekly and noted advancements were progressing. She confirmed that information would be provided to the Board.

Chairman Humke announced there had been several community meetings within his District concerning fire services, the Fire Master Plan, contracts and the possibility of new fire stations. He acknowledged several citizens who coordinated those meetings.

Commissioner Breternitz said he attended an informal presentation from a citizen group in Incline Village on the Community Plan. He said it was an educational, historical presentation and noted currently there were six plans that governed the Incline Village area; however, some were contradictory. Commissioner Breternitz said there would be an effort brought forth by citizens to begin a process of refreshing the Community Plan in sync with the conclusion of the Regional Plan, which was scheduled for completion in 18 months. He commented he had toured the Salvation Army Mediation Center and stated he was very impressed with that facility and acknowledged the efforts of the Salvation Army.

CONSENT AGENDA – AGENDA ITEMS 6A THROUGH 6M(2)

It was noted that Agenda Items 6H(1) and 6H(3) would be removed from the consent agenda for separate discussion.

In response to the call for public comment, Sam Dehne complimented the Board on the size of the consent agenda. He expressed support for several of the grants being awarded to the Sheriff's Office.

09-1114 AGENDA ITEM 6A

Agenda Subject: “Approve minutes for the Board of County Commissioners’ meeting of September 22, 2009.”

There was no public comment on this item.

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

09-1115 AGENDA ITEM 6B

Agenda Subject: “Cancel November 17, 2009, November 24, 2009, December 15, 2009, December 22, 2009 and January 19, 2010 Commission meetings.”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 6B be approved.

09-1116 AGENDA ITEM 6C - ASSESSOR

Agenda Subject: “Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2009/2010 and 2008/2009 secured and unsecured tax rolls as outlined in Exhibit A; and if approved, authorize Chairman to execute Order and direct Washoe County Treasurer to correct the errors [cumulative amount of decrease \$18,610.70]. (Parcels are in various districts.)”

There was no public comment on this item.

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

09-1117 AGENDA ITEM 6D – DISTRICT ATTORNEY

Agenda Subject: “Approve payments [\$4,081] to vendors for assistance of 27 victims of sexual assault; and if approved, authorize Comptroller to process same. NRS 217.310 requires payment by the County of total initial medical care of victims, regardless of cost, and of follow-up treatment costs of up to \$1,000 for victims, victim’s spouses and other eligible persons. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 6D be approved and authorized.

09-1118 AGENDA ITEM 6E – GRANTS COORDINATOR/MANAGEMENT SERVICES

Agenda Subject: “Acceptance of 2007 Homeland Security, Exercise Grant from the State of Nevada, Division of Emergency Management, to Washoe County [\$25,000 - no County match] for a full-scale exercise (Deadly Hazard) to be held November 17,

2009; and if accepted, direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 6E be accepted and directed.

09-1119 AGENDA ITEM 6F – FINANCE/COMPTROLLER

Agenda Subject: “Approve removal of Fiscal Year 2008 Uncollectible Returned Checks [\$5,444.03] from Centralized Returned Check Account (7980-121013); and if approved, authorize Comptroller’s Office to charge Expense Account 710590 to the identified responsible cost centers/funds. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 6F be approved and authorized.

09-1120 AGENDA ITEM 6G(1) – EQUIPMENT SERVICES

Agenda Subject: “Approve sale of various surplus vehicles and equipment to interested governmental agencies in “As Is” condition in lieu of selling them through Washoe County’s contracted auction company, TNT Auction - revenue from all sales will be deposited into Public Works Equipment Services Fund (669). (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 6G(1) be approved.

09-1121 AGENDA ITEM 6G(2) – PUBLIC WORKS

Agenda Subject: “Approve request to proceed with obtaining bid proposals for the rental of a color copier and related software on behalf of Washoe County’s Reprographics (in-plant printing) Unit; and if approved, direct Purchasing Department to begin bid proposal process. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 6G(2) be approved and directed.

09-1122 AGENDA ITEM 6H(2) - PARKS

Agenda Subject: “Approve Resolution for Round 11 submittal supporting protection of environmentally sensitive lands and access to Federal land at Little High Rock Canyon Reservoir (APN: 066-190-05) in northern Washoe County, and the development of a trailhead and trail system at Ballardini Ranch, through the Southern Nevada Public Land Management Act Program administered by the Bureau of Land Management; and if approved, authorize Chairman to execute Resolution. (All Commission Districts, properties located in Districts 5 and 1.)”

In response to the call for public comment, Matthew Ebert urged Commissioners to support this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6H(2) be approved, authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

09-1123 AGENDA ITEM 6I(1) – SENIOR SERVICES

Agenda Subject: “Accept cash donations [\$6,829] for the period July 1, 2009 through September 30, 2009 for the first quarter of Fiscal Year 2009/10; and if accepted, direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

On behalf of the Board, Commissioner Weber thanked the various donors for their generous donations.

There was no public comment on this item.

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

09-1124 AGENDA ITEM 6I(2) – SENIOR SERVICES

Agenda Subject: “Approve Interlocal Contract between the County of Washoe (Senior Services) and State of Nevada (Department of Administration, Purchasing Division) for the Food Distribution Program from November 1, 2009 through September 30, 2012 to include receipt of USDA commodities and up to \$30,000 reimbursement annually; and if approved, authorize Chairman to execute Interlocal Contract. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6I(2) be approved, authorized and executed. The Agreement for same is attached hereto and made a part of the minutes thereof.

09-1125 AGENDA ITEM 6J – COMMUNITY DEVELOPMENT

Agenda Subject: “Accept Commissioner Humke’s nomination and appoint D. J. Whittemore to a seat on the Washoe County Planning Commission for a term effective October 27, 2009 and expiring June 30, 2011. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that D.J. Whittemore be appointed to a seat on the Washoe County Planning Commission for a term effective October 27, 2009 and ending June 30, 2011.

09-1126 AGENDA ITEM 6K(1) - SHERIFF

Agenda Subject: “Accept donation [\$20] to the Washoe County Sheriff’s Office DNA Testing Program from Mr. John W. Baranec of Davison, Michigan; and if accepted, direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

On behalf of the Board, Commissioner Weber thanked Mr. John W. Baranec for his generous donation.

There was no public comment on this item.

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

09-1127 AGENDA ITEM 6K(2) - SHERIFF

Agenda Subject: “Accept donation [\$320] to the Washoe County Sheriff’s Office to purchase tote bags for graduates of the Truckee Meadows Citizen’s Police Academy Program; and if accepted, direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

On behalf of the Board, Commissioner Weber thanked the donors for their generous donation.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 6K(2) be accepted and directed.

09-1128 AGENDA ITEM 6K(3) - SHERIFF

Agenda Subject: “Accept donation of one vehicle purchased by the United States Marshals Service for the purpose of and use by the Regional Fugitive Task Force; and if accepted, direct Equipment Services Division to collect monthly replacement fees as provided. (All Commission Districts.)”

On behalf of the Board, Commissioner Weber thanked the United States Marshals Service for their generous donation.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 6K(3) be accepted and directed.

09-1129 AGENDA ITEM 6K(4) - SHERIFF

Agenda Subject: “Accept Recovery Act Justice Assistance Grant #09-ARRA-22 [\$39,200 - no County match] awarded to Washoe County Sheriff’s Office from State of Nevada, Department of Public Safety, Office of Criminal Justice Assistance, to be utilized for overtime and regional advanced training to the personnel assigned to RAVEN; and if approved, authorize travel/training funds to be utilized by non-county employees assigned to the unit and direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 6K(4) be accepted, authorized and directed.

09-1130 AGENDA ITEM 6K(5) - SHERIFF

Agenda Subject: “Accept grant award [\$31,838 - no County match] from Nevada Office of Traffic Safety for equipment purchase and overtime for Fiscal Year 2010 to conduct additional traffic enforcement and specialize Administrative Vehicle Checkpoints; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 6K(5) be accepted and directed.

09-1131 AGENDA ITEM 6K(6) – SHERIFF

Agenda Subject: “Accept Recovery Act Justice Assistance Grant #09-ARRA-23 [\$90,000 - no County match] awarded to Washoe County Sheriff’s Office from State of Nevada, Department of Public Safety, Office of Criminal Justice Assistance, to be utilized to assist in costs associated with personnel hired to analyze the Data Driven Approaches to Crime and Traffic Safety; and if accepted, direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 6K(6) be accepted and directed.

09-1132 AGENDA ITEM 6K(7) - SHERIFF

Agenda Subject: “Approve Interlocal Agreement and Amendment to Interlocal Agreement between the City of Reno (Reno Police Department), Washoe County (Washoe County Sheriff’s Office), City of Sparks (Sparks Police Department) and Washoe County School District to establish the Regional Gang Unit and promote coordinated multi-jurisdictional investigations of gang crimes by law enforcement agencies in the region; and if approved, authorize Chairman to execute Agreement and Amendment. (All Commission Districts.)”

Lieutenant Jerry Baldrige, Special Operations Division (SOD), clarified a gang unit had previously been created. The Memorandum of Understanding (MOU) was being changed on the basis of staffing with an officer being removed from the unit, which affected the overall MOU with regard to sharing of seizures or any other assets. He said this amendment also gained access to the gang database for the FUSION Center.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6K(7) be approved, authorized and executed.

09-1133 AGENDA ITEM 6K(8) - SHERIFF

Agenda Subject: “Approve Interlocal Agreement and Amendment to Interlocal Agreement between the City of Reno (Reno Police Department), Washoe County (Washoe County Sheriff’s Office) and City of Sparks (Sparks Police Department) to establish a Regional Sex Offender Notification Unit and promote the monitoring, investigation, public notification and prosecution of sex offenders; and if approved, authorize Chairman to execute Agreement and Amendment. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6K(8) be approved, authorized and executed.

09-1134 AGENDA ITEM 6K(9) - SHERIFF

Agenda Subject: “Approve training scholarship donation for Washoe County Sheriff’s Office Victim Advocate to attend the 2009 Annual Sexual Assault Awareness Conference [\$418 -no County match] from the Nevada Coalition Against Sexual Violence; and if approved, direct Finance to make necessary budget adjustments. (All Commission Districts.)”

On behalf of the Board, Commissioner Weber thanked the Nevada Coalition Against Sexual Violence for their generous donation.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 6K(9) be approved and directed.

09-1135 AGENDA ITEM 6K(10) - SHERIFF

Agenda Subject: “Authorize non-county employee per diem and travel expenses for Ms. Kim Murga, Ms. Kathy Guenther and Ms. Julie Marschner, employees of the Las Vegas Metropolitan Police Department Forensic Laboratory, [approximately \$2,000] for performance of an external audit of the Forensic DNA Testing and the DNA Databasing Laboratories according to the Federal Quality Assurance Standards, as well as an external Combined DNA Index System audit according to the National DNA Index Standards (December 15-17, 2009); and if approved, direct Finance to make necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 6K(10) be authorized, approved and directed.

09-1136 AGENDA ITEM 6L – HUMAN RESOURCES

Agenda Subject: “Acknowledge receipt of the 2009-2010 Influenza Season Preparation Guide. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 6L be acknowledged.

09-1137 AGENDA ITEM 6M(1) – TRUCKEE RIVER FLOOD MANAGEMENT

Agenda Subject: “Acknowledge receipt of Truckee River Flood Management Project Status Report for September 2009. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 6M(1) be acknowledged.

09-1138 AGENDA ITEM 6M(2) – TRUCKEE RIVER FLOOD MANAGEMENT

Agenda Subject: “Approve month-to-month Building Space Lease Agreement between Washoe County and Nevada Wing - Civil Air Patrol to lease 185 North Edison Way, Units 1, 2, 3, 4, 14, 15 and 16, for daily operations, training and educational purposes beginning October 27, 2009 through October 31, 2012 for \$1.00 per year rent (the Flood Project Infrastructure Sales Tax (NRS 377B) will not be used for the lease); and if approved, authorize Chairman to execute Lease Agreement. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6M(2) be approved, authorized and executed.

09-1139 AGENDA ITEM 6H(1) – PARKS

Agenda Subject: “Approve Temporary Construction Easement between Washoe County and Sierra Pacific Power Company dba NV Energy for ten months on 12.31 acres at Sierra Sage Golf Course (APN 554-010-01) to maintain and upgrade their 141 transmission line, accept land value proceeds of \$1,538.75 per month for the temporary easement [total of \$15,387.50]; and if approved, authorize Chairman to execute the Easement. (Commission District 5.)”

Doug Doolittle, Regional Parks and Open Space Director, explained the easement was needed for an extended period of time; however, the work was scheduled to begin in January 2010 and expected to be completed in approximately three months. He indicated the construction would not interfere with the golfing public. Mr. Doolittle explained the Parks Department would receive funds for 10 months, in the total amount of \$15,000, which would be placed in the Golf Enterprise Fund.

Commissioner Jung commented this was unanimously approved by the Regional Parks and Open Space Commission.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 6H(1) be approved, authorized and executed.

09-1140 AGENDA ITEM 6H(3) - PARKS

Agenda Subject: “Approve revised Regional Parks and Open Space Department’s Fees and Charges Policy and the 2010 Fees and Charges Schedule. (All Commission Districts.)”

Commissioner Weber asked for an explanation of rental fees for County facilities. Al Rogers, Regional Parks and Open Space Assistant Director, stated staff was proposing a status quo on all facilities. He explained the service levels were displayed for the use of the facilities or programs, which were based upon the amount of use by the community that was impacted. He said in 2007/08 there was a 10 percent increase in the use of County facilities; however, with the 10 percent increase in use, there was a 10 percent decrease in revenue associated with those uses. Mr. Rogers indicated the public was continuing to use those facilities, but the drop in revenue was based on the Board’s action two years ago when the fees were lowered. He stated the costs were continually increasing to maintain the structures with staff attempting to hold the status quo in keeping those open and available to the public.

Commissioner Weber asked if building use in the North Valleys had increased. Mr. Rogers stated that was correct. However, he corrected his previous

calculations and stated there were a 4 percent increase in community building rentals and a 20 percent decrease in the revenue associated.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Agenda Item 6H(3) be approved.

BLOCK VOTE

The following agenda items were consolidated and voted on in a block vote: Agenda Items 10, 11, 12, 15 and 17.

09-1141 AGENDA ITEM 10 - SHERIFF

Agenda Subject: “Recommendation to accept COPS Technology Program Grant #2009CKWX0613 [\$850,000 - no County match] for improvements that affect the DNA workflow, DNA evidence receipt, storage and release, quality assurance document management system and toxicology workflow in the Washoe County Sheriff’s Office Forensic Science Division; and if accepted, authorize Chairman to execute grant acceptance and direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 10 be accepted, authorized, executed and directed.

09-1142 AGENDA ITEM 11 – HUMAN RESOURCES

Agenda Subject: “Recommendation to approve reclassification requests submitted through the job evaluation and classification process and reported to the Board during the Fiscal Year 2009/10 budget presentations [annual cost savings for these reclassifications are approximately \$393,727]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, Chairman Humke ordered that Agenda Item 11 be approved.

09-1143 AGENDA ITEM 12 – SOCIAL SERVICES

Agenda Subject: “Recommendation to approve Intrastate Interlocal Contract between the State of Nevada (Department of Health and Human Services, Division of Child and Family Services) and the County of Washoe (Department of Social Services) to maintain funding for the integrated child welfare service system in Washoe County which will continue year to year with an automatic renewal upon a legislatively approved biennial budget which is statutorily authorized in a Nevada State Appropriations Act and Authorizations Act of the Nevada Executive Budget each Legislative Session and is effective July 1 of each odd-numbered year [the Legislatively approved budget for Washoe County for the 2010-2011 biennium is \$52,153,131]. (All Commission Districts.)”

Katy Simon, County Manager, explained in 2002 the Board approved an initial contract with the State to allow for the integration of Child Welfare. Prior to that time, she said Washoe and Clark Counties did the “front-end” of the Child Welfare system, which was the emergency response to report child abuse and neglect and placing children in Foster Care, while the State did the “back-end” of the system, which was the adoption and permanency planning. Ms. Simon said the Legislature integrated that system so the State paid the County to take on what they formally completed. She explained the County entered into this contract every year and added this contract would allow for it to be automatically renewed on Legislative authorization.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, Chairman Humke ordered that Agenda Item 12 be approved. The Contract for same is attached hereto and made a part of the minutes thereof.

09-1144 AGENDA ITEM 15 - FINANCE

Agenda Subject: “Recommendation to approve, and authorize the Chairman to execute, a Resolution directing the defeasance of and the payment of principal of and interest on a portion of the Washoe County, Nevada, General Obligation (Limited Tax) Water and Sewer Bonds (additionally secured by pledged revenues) Series 2005; and providing other details in connection therewith. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 15 be approved, authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

09-1145 **AGENDA ITEM 17 – WATER RESOURCES/COMMUNITY DEVELOPMENT**

Agenda Subject: “Recommendation to approve and authorize the Chairman to: 1) execute a Resolution to sponsor a Regional Plan amendment that implements Washoe County Question #3, approved by voters, which calls for the regional plan to be amended to reflect and to include a policy or policies requiring that local government land use plans be based upon and in balance with identified and sustainable water resources available within Washoe County; and 2) recommend to the Regional Planning Commission and the Regional Planning Governing Board that the Regional Plan and the Regulations on Procedure, Section XII, be amended to clarify that the Consensus Forecast is to be compared with the estimated population that can be supported by the sustainable water resources as identified in the Regional Water Management Plan. (All Commission Districts.) Continued from October 13, 2009 Commission meeting.”

There was no public comment on this item.

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

11:01 a.m. The Board convened as the Truckee Meadows Fire Protection District (TMFPD) Board of Fire Commissioners.

11:52 a.m. The Board adjourned as the TMFPD Commissioners and convened as the Board of Fire Commissioners for the Sierra Fire Protection District (SFPD).

12:00 p.m. The Board adjourned as the SFPD Commissioners and reconvened as the Board of County Commissioners.

09-1146 **AGENDA ITEM 9 - MANAGER**

Agenda Subject: “Appearance: Greg Martinelli, General Manager, Waste Management, Inc. Discussion on disposal charges at the transfer stations and landfill; and a presentation on sanctions for illegal dumping from Bob Webb, Community Support Services Manager, Washoe County Community Development. (All Commission Districts.)”

Greg Martinelli, General Manager, Waste Management, Inc., announced that the quarterly “Free Dump Day” was held on October 3 and 4, 2009 and indicated the variety of items brought by the public.

Bob Webb, Community Support Services Manager, conducted a PowerPoint presentation concerning illegal dumping, which was placed on file with the Clerk, highlighting changes to State law, the Illegal Dumping Task Force, convictions for illegal dumping, criminal penalties for individuals and businesses, civil penalties and the use of monies from civil penalties.

Commissioner Weber commented citizens should not get involved with illegal dumping in-progress, but rather call 334-COPS to remain safe. Captain John Spencer, Washoe County Sheriff's Office (WCSO) North District Patrol, indicated the hours the 329-DUMP phone number listed in the PowerPoint presentation was manned and explained that number was for "non-in-progress" dumping. He said to report an "in progress" illegal dumping, but not a crime of violence, a citizen should call 334-COPS.

Commissioner Larkin commented the contract with Waste Management called for a "Free Dump Day" once a quarter. He asked how many free dump days had occurred this year. Mr. Martinelli explained the free dump days were held the first Saturday and Sunday of each quarter and three had already occurred. Commissioner Larkin said he would like to see the calendar days they were held last year. Mr. Martinelli reiterated free dump days were held on the first Saturday and Sunday of the calendar quarter. He commented this quarter Waste Management was requested to work with the Community Relations Department to conduct a better public awareness of those free dump days. Commissioner Larkin remarked increased advertising was needed within the community so citizens could be notified of those free dump days. Mr. Martinelli explained there would be increased advertising in the future. He acknowledged because of the volume of cars that arrived, better crowd control would be incorporated.

Commissioner Larkin asked if Waste Management had any competition. Mr. Martinelli indicated there was no competition. Commissioner Larkin explained it was an exclusive franchise that the three governing bodies had allowed Waste Management to participate in; however, with that exclusive franchise came a corporate responsibility to participate in the community, in terms of the pricing structure. He asked what items were included for the free dump days. Mr. Martinelli replied refrigerators, furniture, washers and dryers, etc. Commissioner Larkin remarked large items that citizens normally would not dispose of unless they were upscaling, but believed that would not be occurring in the near future. He commented the competition was public lands, so when citizens went to the waste sites expecting a free dump day and arrived with lawn clippings only to be turned away or assessed the appropriate fee, there could be a high anxiety bestowed upon the community because "free" should mean "free." He asked where was the corporate responsibility to the community when free was advertised, and honoring the nature of that responsibility so the competition of public lands was not burden-shifted to other elements within the community. Mr. Martinelli stated Waste Management complied with the negotiated terms of the agreement and these were the items negotiated. Commissioner Larkin said he was stepping beyond the negotiated terms. He stated the burden of Waste Management was to provide the community "Free Dump Days." Mr. Martinelli indicated that was completed and clarified the negotiated terms were only in the County's contract not the Cities of Reno and Sparks. Commissioner Larkin indicated the illegal dump sites

were not occurring in the Cities of Reno and Sparks, but were occurring in the rural areas of the County and that was a cost shift away from Waste Management. He stated he was asking Waste Management to step beyond the terms of the contract and help the community by making it a true free dump day. Mr. Martinelli stated he understood the request.

Commissioner Weber remarked that was the sentiment found in District 5. She said there was some responsibility and added constituents were upset and angry. She said because there was only one vender for waste disposal it was a difficult situation for some citizens. Commissioner Weber related a story that addressed the problem of free dump days and the items not being accepted. She noted that citizens were upset for the inconvenience of not understanding what was or was not accepted.

Chairman Humke asked if the Carson City landfill was owned by Waste Management. Mr. Martinelli replied that landfill was owned and operated by Carson City.

Commissioner Weber commented she had taken a tour of Waste Management and suggested a video on the County website so citizens could better understand the organization. Mr. Martinelli explained there was an upcoming tour scheduled for November 5, 2009. Kathy Carter, Community Relations Director, indicated she would be attending and would film the tour to be placed on the County website.

Commissioner Larkin remarked NRS Chapter 244 established both criminal and civil penalties and asked whose jurisdiction that prosecution fell within. Mr. Webb replied whichever jurisdiction issued the ticket. Commissioner Larkin asked if the Illegal Dumping Task Force had any communication with the District Attorney's Office or the City Attorney Offices' for Reno and Sparks as to their willingness to take on prosecution. Mr. Webb remarked those discussions had taken place. Commissioner Larkin stated it would be interesting to see how the costs per prosecution compared and also the subsequent assessed fines and penalties.

Commissioner Weber requested Mr. Martinelli and the Illegal Dumping Task Force return in January 2010 during a public hearing so that citizens could bring forth their concerns and questions.

09-1147 AGENDA ITEM 13 – DISTRICT COURT/SOCIAL SERVICES/MANAGER

Agenda Subject: “Discussion and direction to staff regarding a proposal by Washoe Legal Services to renew the agreement between the County of Washoe and Washoe Legal Services to provide for the legal representation of children in the Child Protective Services system for a period of three years [fixed annual amount \$468,014]. (All Commission Districts.)”

John Berkich, Assistant County Manager, provided a brief history on the agreement. He indicated prior to this agreement, children who were the victims of abuse and/or neglect had no legal representation. Mr. Berkich explained the County was represented by the District Attorney's (DA) Office, the parents were represented by the Public Defenders Office and, prior to Washoe Legal Services (WLS) taking this effort on, the children had no representation. He said beginning in 2002, WLS began an effort to provide legal representation to children by using an attorney funded by statute that allowed court filing fees to be assessed and collected in support of this effort. He commented in 2005, WLS obtained a grant of \$514,000 for this program, which was subsequently amended. He noted that funding was used for a two-year period. He said in connection with that grant other funds were raised by WLS through private donations. As a result, Mr. Berkich said the County was able to enter into a four-year contract with WLS; however, that contract would expire at the end of this fiscal year and he was requesting direction from the Board on amending and extending that contract. He indicated under the current contract WLS provided legal representation to approximately 424 children. He said staff recommended approval of the flat three-year contract based on the various reasons within the staff report. He indicated the fiscal note had been changed and explained those changes.

Judge Deborah Schumacher, Second Judicial District Family Court, said State and federal law require the presence of advocates for children in foster care cases. She explained the County had been out of compliance for some time. Judge Schumacher stated between the Court Appointed Special Advocate (CASA) volunteers and the WLS contract, the County was beginning to come into compliance. She remarked there were additional judicial responsibilities that could not be met without the work of these child advocates. She said under State and federal law, judges had the requirement of overseeing foster care cases and a significant part was to adopt a permanency plan for a child. In recognition of that decision, Judge Schumacher said federal law required that the court must hear the child's own assessment and what that child preferred to occur. She explained that meaningful discussion would not happen in the stressful environment of a courtroom setting, but could be received through the child advocate. She indicated the presence of a child advocate was required by law and by the judge to make the correct finding. Judge Schumacher remarked she had been pleased with the quality of the counsel that WLS had brought forward in the child advocacy area and supported the contract.

Commissioner Larkin asked if the WLS attorneys assigned to these cases fell under the Nevada Supreme Court Weighted Case Load Study. Judge Schumacher replied she did not know the full scope of that study, but did not believe so.

Jean Marsh, Children's Services Division Director, commented staff fully supported the WLS. She said it was common for children in child welfare cases to be represented in court. Ms. Marsh explained the County's system provided a team process and found that the attorneys had represented the children exceptionally well and, due to that fact, believed the outcomes were better. Commissioner Larkin asked if any metrics had been developed for the program. Ms. Marsh replied staff was currently working through a study with the Casey Program Foundation that could provide qualitative

information. Commissioner Larkin stated that information would be appropriate during the budget hearings.

Chairman Humke indicated the staff report had been changed concerning the estimated 25 percent recovery rate for foster care, which was not recoverable for legal services. He asked when that information was found. Terri Humes, Fiscal Manager, explained the cost allocation plan was submitted effective July 2007, and the court costs were included; however, the cost allocation plan was not approved and any court related expenses were not Title IVE eligible. Chairman Humke asked if that was a new rule. Ms. Humes replied that had been included in previous cost allocation because Social Services was charging for process services and getting reimbursed. She noted although the federal government had not requested repayment, it was discovered those services were being charged erroneously. Chairman Humke asked if that interpretation would change in the future. Ms. Humes stated she was not aware of any changes. Chairman Humke asked if there were any other federal categories of funding the County could lose because of not being in compliance. Ms. Humes stated she was not aware of any. She explained Social Services was able to pick up the cost because the Case Management final ruling was reversed by the current Washington administration and indicated Social Services could now bill for recovery of Targeted Case Management services, which was not included in the fiscal year 2010 budget.

Paul Elcano, WLS Executive Director, indicated the original contract was scheduled for an increase, but due to budget cuts, some decreases were incurred and, at the request of the County, the proposed contract was kept flat for three years. He discussed the quality of staff hired by WLS and how the caseload was handled and distributed. Mr. Elcano explained the national caseload number was not to be higher than 100 children per attorney. He said it was determined that WLS should use 80 as a caseload number which was caseload appropriate for status and training.

Chairman Humke indicated 424 children had representation, but 471 did not. He asked if those unrepresented children were served by CASA. Judge Schumacher replied they were not. She said some children had neither a CASA volunteer or counsel.

There was no response to the call for public comment.

Mr. Berkich confirmed staff would return with the actual agreement on a future agenda for approval.

On motion by Commissioner Larkin, seconded by Chairman Humke, which motion duly carried, it was ordered that Agenda Item 13 be approved.

09-1148 AGENDA ITEM 14 - PARKS

Agenda Subject: “Recommendation to approve an Agreement For License And Professional Management Services At Sierra Sage Golf Course With Cal-Mazz Golf Management, LLC, formerly Performance Golf, for full management of Sierra Sage

Golf Course for a one (1) year period commencing on November 1, 2009 through October 31, 2010 with one (1) additional one (1) year renewal option. (Commission District 5.)”

1:05 p.m. Chairman Humke temporarily left the meeting and Vice Chairperson Weber assumed the gavel.

Commissioner Larkin indicated the terms of the agreement had been changed from five years to one year with annual renewals. Al Rogers, Regional Parks and Open Space Assistant Director, replied that was correct. Commissioner Larkin said he reviewed item 7.1 that identified the County would be responsible for major maintenance of infrastructure, providing for an annual audit and testing for compliance for agreement and all debts associated with the golf course. He asked for clarification on major maintenance and infrastructure. Mr. Rogers explained it was typical in a landlord situation such as this that the County would be responsible for the infrastructure, albeit the buildings, clubhouse, maintenance buildings, the roof and the sewer. He explained if those components failed the County would be responsible. He said, per the agreement, the daily operations would be the responsibility of the vendor. Commissioner Larkin asked if lawn mowers and other County equipment could be leased back to the contractors. Mr. Rogers replied all equipment brought in by the contractor would be owned and exclusively serviced by that contractor. Commissioner Larkin said the agreement noted that two dollars from each green fee would be deducted and deposited into a capital improvement trust fund and the fund shall be maintained by the management group to pay for certain capital expenses and upgrades. He asked if that was normal practice for a contractor to maintain that fund. Mr. Rogers replied that component was part of a previous agreement.

Vice Chairperson Weber inquired why the contract was changed from five years to one year with the possibility of renewals. Mr. Rogers explained the agreement was modified because of IRS guidelines. He said being a public facility and having tax exempt bonds tied to that facility, the County could only work under certain parameters. He said there were five criteria that could be set forth and manage the agreement. Mr. Rogers said staff found that one criteria would fit. He explained the limitation was the duration of the agreement would now exist and 100 percent of all revenue would flow through the County to the vendor. Initially, he said a contract was proposed, which could be more beneficial both to the County and to the vendor, but the vendor would collect all of the fees. However, because of the tax exempt bonds held on the Sierra Sage Golf Course, the County was confined by IRS guidelines. He said if those bonds were defeased or paid off then the management agreement could be modified and extended, which would put the County and the vendor in a better position in terms of revenue sharing and capital improvements. He said that was one reason why the contract was short-term and being proposed. Vice Chairperson Weber asked what would become of Cal-Mazz after a two-year time period. Mr. Rogers replied given the scenario with the bonds and the tax exempt golf course, staff would return to the Board on a regular basis every one to two years with a similar contract.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke temporarily absent, it was ordered that Agenda Item 14 be approved, authorized and executed.

09-1149 AGENDA ITEM 16 – WATER RESOURCES

Agenda Subject: “Recommendation to review Water Rights Applications 74408, 74409 and 74410 filed by Aqua Trac, LLC, proposing to change the point of diversion of up to 29.7 cubic feet per second of water rights from Kumiva Valley, located in Pershing County, for use in Washoe, Lyon, Churchill and Storey Counties; and, authorize Chairman to recommend denial of the subject applications to the Nevada State Engineer. (All Commission Districts.)”

1:13 p.m. Chairman Humke returned and assumed the gavel.

In response to questions from Commissioner Larkin, Vahid Behmaram, Water Rights Manager, explained the initial applications were dealt with in March of 2006; however, these three applications were filed in June of 2006. He said the State Engineer dealt with the adjoining basin of Granite Springs and issued a ruling in September of 2007 denying all the applications. He indicated these three applications had not been through the statutory process.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that the denial of Water Rights Application 74408, 74409 and 74410 proposing to change the point of diversion of up to 29.7 cfs of water rights from Kumiva Valley, located in Pershing County for use in Washoe, Lyon, Churchill and Storey Counties be recommended. It was further ordered that the Chairman be authorized to recommend denial of the subject applications to the Nevada State Engineer.

1:16 p.m. The Board recessed.

6:15 p.m. The Board reconvened with all members present.

09-1150 AGENDA ITEM 18 – DISTRICT ATTORNEY

Agenda Subject: “Discussion and possible approval of a settlement and/or authorization to the District Attorney’s Office to enter into a settlement by dismissal of Case Number CV08-03523, Sally S. Weston et. al. vs. Washoe County. The case concerns the County’s approval of the South Valleys Area Plan Update--Washoe Valley Portion (Washoe County Planning Case Number CP08-005), on December 8, 2008, for property located within the territory of the South Valleys Area Plan

outside the boundaries of the Truckee Meadows Service Area (TMSA). Settlement possibilities include, but are not limited to, the following: consolidating the case with a related case against the regional planning agency (CV09-01642); agreeing to upzone that portion of Weston's property north of the proposed hydrographic basin line to Low Density Suburban provided the TMSA boundary is appropriately extended; limiting Weston's development potential north of the proposed TMSA boundary to a maximum of 109 units (or other appropriate number) which could be clustered; limiting development south of the hydrographic basin line to a maximum of 4 units (or another appropriate number) including the existing Weston residence; keeping the Medium Density Rural zoning designation for the parcel that includes the existing Weston residence; requiring Weston to dedicate the remainder of the approximately 600 acres of the entire property as open space; and, providing that no damages, costs or attorneys fees are awarded to any party. (Commission District 2.)"

Katy Simon, County Manager, said the County had been notified that some of the parties had withdrawn from the settlement.

In response to the call for public comment, Carol Christenson said she was part of the Washoe Valley Working Group that worked on the South Valleys Area Plan. She stated the Working Group supported Attorney Tom Hall's recommendations included in the written stipulation.

Betty Hicks inquired if the Board, in reaching this settlement, reviewed federal mandates of the five-acre limitation for water quality in the area.

Chairman Humke stated he received a letter from Mr. Hall dated October 23, 2009. He shared the letter with the other Board members that summarized the public hearing held on October 21, 2009, which was placed on file with the Clerk.

Commissioner Breternitz said he read the information provided by Mr. Hall in the staff report. He moved to authorize counsel to settle the Weston case on the following terms:

- consolidating the case with a related case against the Regional Planning Agency (CV09-01642);
- agreeing to upzone that portion of the Weston property north of the proposed hydrological basin line to Low Density Suburban provided the Truckee Meadows Service Area (TMSA) boundary be appropriately extended;
- limiting the Weston development potential north of the proposed TMSA boundary to a maximum of 109 units (or other appropriate number) which could be clustered;
- limiting development south of the hydrological basin line to a maximum of four units (or other appropriate number) including the Weston residence units and those four units would be on the 50 approximate acres surrounding the existing residence;

- keeping the Medium Density Rural zoning designation for the parcel that includes the existing Weston residence;
- requiring the Weston's to dedicate the remainder of the approximate 600 acres of the entire property as open space, and;
- providing that no damages, costs or attorneys fees be awarded to any party.

Chairman Humke seconded the motion; however, moved to amend the motion to include the following:

- Attorney Tom Hall's characterization of the October 21, 2009 meeting with citizens in the Washoe Valley and Pleasant Valley area. He said in Mr. Halls' writing of October 23, 2009 there was a point that referred to a survey that noted boundaries between all parcels owned by the Weston's shall conform to the HBL established by the record of survey mentioned in the draft settlement agreement which the Weston's agreed to perform, record and pay for;
- there shall be a 25 foot buffer zone north of the HBL for establishment of the TMSA line;
- there should be no commercial use on the Weston property and all lots shall be for residential use and purposes only;
- the current party shall stipulate to allow the West Washoe Association to be a party to the agreement and stipulation and the stipulation shall be converted to a consent judgment for the approval of all parties then be recorded;
- the maximum use parcel 050-54-035 constituting approximately 55 acres shall provide for four residential units including the existing residence and all improvements thereon;
- APN 050-54-033 shall be designated Low Density Residential;
- all properties south of the HBL other than APN 050-54-033 shall be designated and maintained by the Weston's as open space without the requirement that Washoe County accepts the property as open space as contemplated in NRS 278.240; and,
- a third party agency such as the Nevada Land Conservancy, the Bureau of Land Management or West Washoe Association shall be granted a conservation easement over all property designated and maintained as open space.

Commissioner Breternitz commented there were some elements included in the amendment that were in the spirit of the stipulation agreements reviewed concerning this property. However, he felt the main items were contained in the original motion and remarked some of the amendment asked for more than what was originally agreed to; therefore, he could not "blanket" support the amendment to the motion.

Commissioner Weber asked for clarification that there was not a second to the amendment. Chairman Humke stated there was not, so due to a lack of a second, the amendment failed.

In response to a question posed by Ms. Hicks during public comment, Adrian Freund, Community Development Director, replied the Nevada Division of Environmental Protection had oversight of the number of on-site waste water systems that could be placed on a given property and, in this case, the threshold was 200. He said the County health requirement was a minimum lot size of five-acres for an on-site waste water system. He said the proposal or the possible proposed settlement would bring into play the TMSA, which was provided to be required with municipal waste water facilities that would transport the water off-site to a waste water treatment plant. He said if that potential development layout was followed the five-acre provision would not be in affect.

On call for the question the original motion passed with a 5 to 0 vote.

PUBLIC HEARINGS

09-1151 AGENDA ITEM 19 – COMMUNITY DEVELOPMENT

Agenda Subject: “Development Agreement Case Number DA07-002 (Harris Ranch Subdivision) Tentative Subdivision Map Case Number TM05-016. (Commission District 4.)”

Recommendation to consider Amendment of Conditions Case Number AC09-002, which would extend the previous approval by the Board of County Commissioners of Development Agreement Case Number DA07-002 for the Harris Ranch Subdivision, Tentative Subdivision Map Case Number TM05-016, which was previously approved by the Washoe County Planning Commission. The sole purpose of the amendment to the Development Agreement is to extend the expiration of the Tentative Subdivision Map until December 7, 2011 with a possible second extension until December 7, 2013.

The Chairman opened the public hearing by calling on anyone wishing to speak for or against Development Agreement Case Number DA07-002 (Harris Ranch Subdivision) Tentative Subdivision Map Case Number TM05-016. There being no response, the hearing was closed.

Roger Pelham, Senior Planner, stated this development agreement was similar to others that the Board had approved in the past several months, which was to extend the life of a subdivision map.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 19 be approved.

09-1152 AGENDA ITEM 19 – COMMUNITY DEVELOPMENT

Agenda Subject: “Introduction and first reading of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Amendment of Conditions Case Number AC09-002 to extend Development Agreement Case Number DA07-002 for Tentative Subdivision Map Case Number TM05-016 for Harris Ranch as previously approved by the Washoe County Planning Commission, the purpose of the Agreement being to extend map approval until December 7, 2011 with a possible second extension until December 7, 2013.”

There was no public comment on this item.

Bill No. 1604, entitled, "AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING AMENDMENT OF CONDITIONS CASE NUMBER AC09-002 TO EXTEND DEVELOPMENT AGREEMENT CASE NO. DA07-002 FOR TENTATIVE SUBDIVISION MAP CASE NUMBER TM05-016 FOR HARRIS RANCH AS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION, THE PURPOSE OF THE AGREEMENT BEING TO EXTEND MAP APPROVAL UNTIL DECEMBER 7, 2011 WITH A POSSIBLE SECOND EXTENSION UNTIL DECEMBER 7, 2013," was introduced by Commissioner Larkin, the title read to the Board and legal notice for final action of adoption directed.

09-1153 AGENDA ITEM 20 - FINANCE

Agenda Subject: “Second reading and adoption of an Ordinance amending Chapter 15 of the Washoe County Code (County Finances; Purchasing; Collections; Comptroller) by eliminating the County Purchasing Department and creating the Purchasing and Contracts Division as a Division of Finance by eliminating the Collections Division of the Finance Department, by assigning the collections function to the Comptroller’s Office and other matters properly related thereto (Bill No. 1603). (All Commission Districts.)”

The Chairman opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance. There being no response, the hearing was closed.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, Chairman Humke ordered that Ordinance No. 1423, Bill No. 1603, entitled, "AN ORDINANCE AMENDING CHAPTER 15 OF THE WASHOE COUNTY CODE (COUNTY FINANCES; PURCHASING; COLLECTIONS; COMPTROLLER) BY ELIMINATING THE COUNTY PURCHASING DEPARTMENT AND CREATING THE PURCHASING AND CONTRACTS DIVISION AS A DIVISION OF FINANCE BY ELIMINATING THE COLLECTIONS DIVISION OF THE FINANCE DEPARTMENT, BY ASSIGNING THE COLLECTIONS FUNCTION TO THE COMPTROLLER’S

OFFICE AND OTHER MATTERS PROPERLY RELATED THERETO," be approved, adopted and published in accordance with NRS 244.100.

09-1154 AGENDA ITEM 21 – COMMUNITY DEVELOPMENT

Agenda Subject: “Second reading and adoption of Ordinance amending the Washoe County Code at Chapter 50 by revising provisions relating to unlawful riding of a vehicle off road, and by adding a public nuisance code that prohibits certain activities and conditions and requires certain property maintenance, all pertaining to structures, property and residential foreclosures in disrepair, existence of garbage, weeds, junk vehicles, attractive nuisances, pollutants, hazardous waste or criminal gangs, storage, grading of land, obstruction of public roads, off-road vehicle restrictions, animals, parking, and graffiti; and providing other matters properly relating thereto (Bill No. 1602). (All Commission Districts.)”

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

Amy Harvey, County Clerk, read the following title into the record: Ordinance No. 1424, (if adopted) Bill No. 1602, entitled, **AN ORDINANCE AMENDING THE WASHOE COUNTY CODE AT CHAPTER 50 BY REVISING PROVISIONS RELATING TO UNLAWFUL RIDING OF A VEHICLE OFF ROAD, AND BY ADDING A PUBLIC NUISANCE CODE THAT PROHIBITS CERTAIN ACTIVITIES AND CONDITIONS AND REQUIRES CERTAIN PROPERTY MAINTENANCE, ALL PERTAINING TO STRUCTURES, PROPERTY AND RESIDENTIAL FORECLOSURES IN DISREPAIR, EXISTENCE OF GARBAGE, WEEDS, JUNK VEHICLES, ATTRACTIVE NUISANCES, POLLUTANTS, HAZARDOUS WASTE OR CRIMINAL GANGS, STORAGE, GRADING OF LAND, OBSTRUCTION OF PUBLIC ROADS, OFF-ROAD VEHICLE RESTRICTIONS, ANIMALS, PARKING, AND GRAFFITI; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.**

Adrian Freund, Community Development Director, gave an overview of the proposed nuisance ordinance and how adoption would increase public health and safety, property values and the quality of life. Mr. Freund stated a Citizens Committee was appointed to work with staff and noted the Committee worked and met for approximately 20 months to arrive at the proposed ordinance. He said the proposed ordinance provided a means to legally modify definitions within certain areas, if appropriate, and added those modifiers were listed within the staff report. He said the Committee was diligent and thorough in the review of the ordinance and, with some exceptions, the bulk of the ordinance reflected the Committee’s recommendations. Mr. Freund stated the draft before the Board was not a substantive change in most cases from current State law and County Code, rather a consolidation of the existing Codes. He said modifications in the ordinance were meant to provide clear definitions and standards and believed some of those definitions were the reason for contention.

In reviewing some of the issues and concerns, Mr. Freund stated there would be no limitations on existing agricultural activities as long as they complied with all applicable laws. He indicated another concern was whether Code Enforcement Officers could enter a property. He explained without the owner's permission or without a search warrant, those Officers could not enter a property. However, in the future, the Board could add or modify the ordinance. Mr. Freund noted staff intended to be proactive in bringing anything back to the Board that did not work as intended or needed revision. He said staff recommended some changes to Section 50.310 for "intent," which would remove the intent of any reference to vacation homes, rental land uses and any reference to the entertainment and recreation industries since those were primary associated with the Tahoe Basin. Mr. Freund remarked there were other changes and language meant to clarify potential intent, but in itself, did not initiate or activate any modifiers. He explained the Board had options to either include the modifiers in whole, in part or not to essentially carry out the modifiers at this time and leave those for a later date.

Mr. Freund indicated there was much interest in the definition of "junk vehicles." He summarized there was little difference between how junk vehicles were currently managed and the proposed Code. He explained the differences were the screening requirement, which in the proposed ordinance was full screening and where the possible violation was viewed from; the street, the front of the property or an accessible point on an adjacent property.

Chairman Humke described how the public comment portion would be conducted and explained there was a two-minute time limit per speaker. However, he indicated this was a business meeting and the Board would not tolerate demonstrations of emotion or excitement and, if those occurred, the Board would take ample recesses.

Ms. Harvey stated there were 17 citizens who did not wish to speak, but completed comment cards indicating they were against the proposed ordinance.

In response to the call for public comment the following individuals spoke **against** the proposed nuisance ordinance for the following subsequent reasons: opposition to the area modifiers in Section 8, the entire Section 8, the definition of junk vehicles or inoperable vehicles, the number of junk vehicles allowed, sections related to motorcycles and off-highway vehicles, too much information in one document, drainage on private properties and foreclosed properties: Dennis Gates, Katherine Snedigar, Juanita Cox, Sharalyn Barney, Mike Young, Betty Hicks, Lisa Dunagan, Dean Prowse, Al Oppio, Nancy Ann Pacheco-Leeder, Mark Williams, Leah Bradle, Jerry Price, John Figoni, Roberto Gullen, Rita Kelley, Fern Lee Harris, Michael Kelley, James Ruthuen, Scott Tieche, Ed Hughes, Bonnie Moffett, Jim Byers, Rymas Nefas, Bill Calvert, Matt Radamaker, Jerry Baker, Hugh Ezzell, Garth Elliott, Ron Wheeler, Jeff Allen, Matthew Ebert, Wendell Newman, Andrew Whyman, Gary Schmidt and Todd Contino.

7:20 p.m. Due to a disturbance during public comment, Chairman Humke declared a recess.

7:42 p.m. The Board returned with all members present and public comment continued.

The following individuals spoke **in favor** of the proposed ordinance: David Delbridge, Linda Delbridge, Lois Kolbert and Ginger Pierce.

The Chairman closed the public hearing.

Mr. Freund indicated there was nothing fundamental in the proposed ordinance that would affect any of the legally operating vehicle related businesses. He said the Citizens Committee moved forward to create a new definition, not currently in County Code, for junk vehicles. He said as a component of that definition it was elected not to include the possession of a valid vehicle registration. However, that created a problem with respect to current Code, which mirrored NRS that stated a person may not have more than two inoperable vehicles on a property. He reiterated there was nothing in the proposed ordinance that would affect legally operating businesses, restorers or parts operations. He said if those businesses were operating legally in a non-residential zone that allowed such businesses this ordinance would not affect those operations.

Bob Webb, Planning Manager, stated the definition of “junk vehicles” was a term brought about by the Citizens Committee to describe the current term used in NRS as “inoperable vehicles.” He remarked the basic definition by the Committee excluded unregistered vehicles. He said staff had proposed the registration component as a part to mirror current Code. Mr. Webb said another difference between staff’s recommendation and the Committee was the number of vehicles. He explained staff recommended two as the limit, but the Committee recommended two with the provision of parcels over an acre be allowed an additional vehicle per acre to a maximum of 15 vehicles. He stated currently in the unincorporated County there was no limit on inoperable vehicles. Mr. Webb said there was much discussion concerning classic vehicles and indicated the proposed Code did not use the term “classic vehicle.” He stressed the Committee had approved the definition of junk vehicles with the exclusion of tractor and like equipment.

Mr. Webb said there was a State law concerning foreclosed properties, which became effective in the 2009 Legislative session, and County Code mirrored those requirements. He said several suggestions were made and felt the Board needed to vet those in suggestions discussed; however, he recommended legal counsel provide a legal opinion whether those would be enforceable or needed modification. In regard to noisy animals, Mr. Webb said the staff report compared current Code with the proposed ordinance, which mirrored each other. He said noisy animal regulations were applied County-wide and not limited to congested areas.

Commissioner Larkin commented conversations in 2005 were held about “designer ordinances” and how the County could not define those because it would violate the Equal Protection clause imbedded in the State and federal constitutions. However, in reading the staff report the County was back to “designer ordinances” or modifiers. He stated he could not follow that logic and asked for clarification.

Blaine Cartlidge, Deputy District Attorney, replied it was a matter of degree. He explained particular facts had to be reviewed of the proposed modifier and the area. He said the broader the area, the more strength there was to attempting to modify a law that should otherwise apply to all. Mr. Cartlidge indicated when a specific neighborhood or community was reviewed to regulate a lifestyle or a particular distinction based on a life style of that community versus another, it became narrow for area plans and zones. He said that would begin to break down a law so narrowly that on a practical level would have serious enforcement problems. He said the broader the zone or the area the more strength there would be for the level of rural versus urban, which was a rationally based approach in trying to distinguish certain types of nuisances.

Melanie Foster, Legal Counsel, added the basic source of the County's police power lay in NRS Chapter 244. She commented there was a provision in the chapter that recognized the situations allowing counties to constitutionally differentiate in the exercise of their police powers. She stated NRS 244.357 read "such police and sanitary ordinances may be enacted to apply throughout an entire County or where the subject matter makes it appropriate and reasonable may be enacted to govern only a limited area within the County."

Commissioner Breternitz asked Leah Bradel, Nevada Power Sport Dealers Association, if the new State regulation for registration of off-road vehicles included provisions for noise restrictions. Ms. Bradel replied that regulation did not. She noted the Association was currently securing funding for that program. Ms. Bradel explained SB 394 created a State fund for the monies to be granted to the public, various clubs and agencies and used for a range of public land and off-highway vehicle projects.

Commissioner Breternitz asked for clarification if the proposed ordinance limited the number of cars that could be owned and if rental or vacation homes were declared a nuisance. Mr. Freund replied it did not. Commissioner Breternitz asked if operable ranch trucks and dragsters would be defined as "junk vehicles." Mr. Webb explained the definition was located on page 6 of the draft ordinance. He said a dragster was not designed nor supposed to be moved or drawn upon a highway or road. Commissioner Breternitz inquired if there was a requirement or threshold in the County where a business license was required for rental properties. Mr. Webb explained that was in Chapter 25 of the Code, but stated he was unclear on the number of units. He remarked there was a threshold this Commission established several years ago, which indicated five or more units were required to obtain a rental business license.

Commissioner Breternitz said related to the equal protection aspect he agreed with Commissioner Larkin. However, he had difficulty with the concept of applying specific ordinances to a limited number of people. He remarked he was not in favor of Section 8 of the proposed ordinance, but felt the Board could accomplish something similar. Mr. Freund replied staff tended to agree, and felt there were several of the subjects considered by the Committee that did not belong in the proposed ordinance, but explained existing Code was attempting to be consolidated. He said it was believed

there were a number of areas in the area plans, community plans and parts of the Development Code where some of the issues would be best addressed.

Commissioner Jung stated an erroneous e-mail had been circulated that gave incorrect information about the nuisance ordinance. She commended staff for placing correct information on the County's website and encouraged the citizens present to review the County's website, which spoke about the nuisance ordinance and provided correct information to the public.

Commissioner Jung inquired if there was a limit of cars that restoration businesses could have if those cars were screened or out of public view. Mr. Webb replied currently there was no limit; however, if the ordinance was adopted as written, there would be a limit of two junk vehicles that had to be behind a screen, but there was no regulations concerning vehicles inside buildings or structure units. Commissioner Jung remarked since this was a complaint-driven process, if the vehicles were not seen from the public view, how would there be a complaint. She said as stated in present law if people or the Code Enforcement Officer could not see a vehicle for verification the citizens would not be cited.

Commissioner Jung remarked it was assumed that code enforcement generated revenue and asked if it was a revenue generator Mr. Freund explained it was absolutely not a revenue generator. Commissioner Jung felt this ordinance needed more work and asked the Board to consider quarterly reports on the ordinance. She supported much of the proposed ordinance, but was hesitant to not have some type of reporting to the Board in a public forum on what was or was not working and perhaps any language that needed to be changed.

Mr. Freund reiterated businesses such as restorers, car repair businesses or parts distributors operating legally and currently would not be affected by the proposed ordinance, which would include the number of vehicles currently inside those business premises.

Commissioner Weber remarked at the present time she could not support any of the proposed ordinance. She felt there was much more work to be completed; however, she thanked everyone who was involved with the Citizen Committee noting their time and effort was valuable. Commissioner Weber commented that the junk vehicles were a contentious issue and she had received numerous e-mails and correspondence in regard to that issue. She noted she did not support Incline Village having their own modifiers, and suggested that the individual communities, through area plans, arrive at their own modifiers. Commissioner Weber commented that no one had a right to not be offended.

Commissioner Weber suggested "welfare" needed to be defined in the ordinance since it could mean so many different things to different people. She remarked she had a hard time placing restrictions on some and also had problems with the

screening of properties. She felt that needed more discussion and agreed there was too much included in the ordinance and it should be broken down.

Mr. Freund stated that the definition provided to the Board for “welfare” was from two separate dictionaries; however, he agreed it should be included within the ordinance. Commissioner Weber thanked Mr. Freund for providing the definition.

Chairman Humke asked how many departments in the County could cite violations under the Code. Mr. Webb said there were approximately five to six agencies within the County that could cite violators and named those services. Chairman Humke stated he had seen several laws, but this “beast” was not enforceable and also suggested it be broken into components.

Chairman Humke inquired about the drainage of storm water from one property onto another or the reverse. Mr. Freund replied the existing Development Code had a specific section on drainage, which was overhauled over a two-year period in conjunction with the Water Resources Department, Engineering and the Building Departments. He said there was a new section of Code related to drainage that was going before the Planning Commission, then would come before the Board, that established a drainage standards manual, which had not been previously recognized in Code, and also cleaned up the existing Code as to drainage across several properties. Mr. Freund said that particular article of Chapter 110 was defined as a nuisance by virtue of any violation within the Development Code. Mr. Webb said the actual proposed nuisance, item 13 on page 8, read, “...land had been altered so as to cause or contribute to erosion, subsistence or surface water drainage impacting adjacent public property or several private properties.” Chairman Humke asked if references to drainage would be left in the proposed ordinance. Mr. Freund said it was an aspect of consolidating existing Code that brought that into this ordinance, but could stand on its own under the Development Code.

Chairman Humke appreciated the amendment for the Incline Village area and stated he could accept that, but would have trouble going further; however, did not care for the modifiers and asked if congested areas was classified as a modifier. Mr. Freund said the adopted congested area ordinance flowed from a provision in State statute and said there was specific basis in statute for the congested area delineation, which included non-congested areas. He said it would provide some basis for regulation and non-regulation as it currently did and indicated there were three types of existing congested areas. Chairman Humke asked what would occur when the case would turn criminal and, if there was a special procedure. Mr. Freund stated in the past staff worked with the Sheriff’s Office and also the District Health Department since many of the cases have multiple aspects.

Commissioner Breternitz stated that the Board owed staff and the public the Board’s concerns and what needed to be changed. He said it would be a shame to leave this meeting without specific instructions and direction on the process to move forward. Commissioner Breternitz said the definition of vehicles needed to be modified

and exclude the nuisance regulation of land grading in Section 7, item 14, and the elimination of Section 8.

Commissioner Larkin said it was the responsibility of the Board to move forward with the sections that were appropriate and then give direction to staff on the sections that need modifications.

9:30 p.m. Chairman Humke declared a recess for the Board to review some of the items to be stricken or included.

9:40 p.m. The Board returned with all members present.

Ms. Foster reminded the Board that if this became a substantive rewrite of the proposed ordinance, she advised the Board generate a rewrite and begin again with a first reading rather than moving forward.

In response to a concern from Commissioner Jung about the number of junk vehicles that would be out of public view, Ms. Foster explained the Code provision was drafted because of a State statute indicating that could not occur. As a County, she stated, in this instance, there was not the authority to be more lenient. She said there were areas of the law where the County was specifically allowed to be more lenient than State law; however, this was not one of them. She explained that was why staff drafted the ordinance this way and the reason the District Attorney's Office was recommending the Board adopt the ordinance with the restrictions of two junk vehicles. Commissioner Jung asked how much the State enforced that law. Ms. Foster did not have those figures.

Commissioner Jung suggested not addressing the junk vehicles in the County's ordinance. Commissioner Larkin remarked to also eliminate the preamble. Mr. Webb clarified the preamble dealt with foreclosures and Section 7. Ms. Foster said the Board could omit the definition, but if included, there was a statutory standard that the County had to be in compliance.

The Board discussed and reviewed the various chapters and sections within the proposed ordinance. After further discussion, suggestions for omissions and modifications the following motion was made:

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Sections 1, 2, 3 and 4 be accepted with no changes; Section 5 be accepted with modifications to subsection 16 and 22 and subsection 23, the definition of "welfare," be added; Section 7 be accepted with the deletion of subsection 8 and modifications to subsections 9, 13, 14 and 20 as noted, and Section 8 be excluded.

Chairman Humke noted that the amended ordinance would return during a December Board meeting for a first reading. The Board thanked staff and the Citizens Committee for all their hard work.

09-1155 AGENDA ITEM 22

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).”

There were no reports given.

09-1156 AGENDA ITEM 23

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

There was no closed session scheduled for this meeting.

* * * * * * * * *

ADJOURNMENT

10:35 p.m. There being no further business to come before the Board, on motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that the meeting be adjourned.

DAVID HUMKE, Chairman
Washoe County Commission

ATTEST:

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

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

RESOLUTION
SOUTHERN NEVADA PUBLIC LAND MANAGEMENT ACT – ROUND 11

WHEREAS, The Southern Nevada Public Land Management Act of 1998 provides, from proceeds derived from the orderly disposal of certain Federal lands in Clark County, Nevada, acquisition opportunities for environmentally sensitive lands throughout the State of Nevada, and development of parks, trails and natural area; and

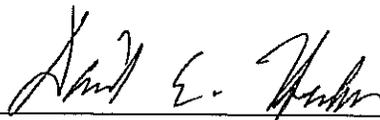
WHEREAS, The 320 acres of land and 237 acre/feet of water rights at Little High Rock Canyon Reservoir in northern Washoe County is considered unique for its protection of wildlife, view shed, numerous cultural resources, and recreational opportunities within the Black Rock Desert High Rock Canyon Emigrant Trails National Conservation Area; and

WHEREAS, The development of a trailhead and trail system at the Ballardini Ranch will connect with other regional trails such as Whites Creek and Thomas Creek Trails, and potentially the Rim to Reno Trail, and provide the community access to Federal lands on the eastern slope of the Sierra in Washoe County; and

WHEREAS, There is broad public support for the protection of the above property within Washoe County, and access to Federal land on the eastern slope of the Sierra, Washoe County Board of County Commissioners remain committed to the implementation of the Southern Nevada Public Lands Management Act; now, therefore, be it

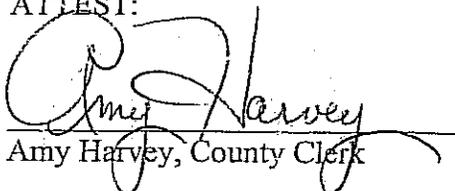
RESOLVED, That the Washoe County Board of Commissioners support the acquisition and future protection of this environmentally sensitive land, located in northern Washoe County, and the development of a trailhead and trail system to provide access to Federal land located on the eastern slope of the Sierra in Washoe County, through the Southern Nevada Public Land Management Act program administered by the Bureau of Land Management.

ADOPTED this 27th day of October, 2009



David E. Humke, Chairman
Washoe County Commission

ATTEST:



Amy Harvey, County Clerk

09-1122

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Department of Administration
Purchasing Division, Food Distribution Program
2250 Barnett Way, Reno, NV 89512
Contact: Jenelle Gimlin, Program Chief
Email: jgimlin@purchasing.state.nv.us
(775) 688-1160 Phone, (775) 688-1503 Fax

and

Washoe County Senior Services
1155 E. 9th Street, Reno, NV 89512
Contact: Nancy Kerns Cummins
Email: nkcummins@washoecounty.us
(775) 328-2533 Phone, (775) 328-6192 Fax

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

WHEREAS, it is deemed that the services of **Washoe County Senior Services** hereinafter set forth are both necessary to **The Food Distribution Program** and in the best interests of the State of Nevada;

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective upon approval from November 1, 2009 through September 30, 2012, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: THE EMERGENCY FOOD ASSISTANCE PROGRAM AGREEMENT

ATTACHMENT C: CLAIM FOR REIMBURSEMENT

09-1124

7. **CONSIDERATION.** Washoe County Senior Services agrees to provide the services set forth in paragraph (6) at a cost of see below per month/quarter (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: up to \$30,000 per year, not to exceed the calculated percentage based upon federal program funds and reported participation and according to expenses claimed on Attachment DD, Claim for Reimbursement. Notification of funding level will be specified at beginning of new federal program year. Funding is contingent upon the receipt of federal funds based upon the State's approved Grant Award Document. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. **INSPECTION & AUDIT.**

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

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

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

10. **BREACH; REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys.

11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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

13. **INDEMNIFICATION.**

a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying

09-1124

party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

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

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

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

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

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

09-11-24

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

WASHOE COUNTY
Public Agency #1

[Signature]
Public Agency #1 Signature

10/27/09 CHAIRMAN
Date Title

Public Agency #2

Public Agency #2 Signature

Date Title

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On _____
(Date)

Deputy Attorney General for Attorney General, State of Nevada

On _____
(Date)

09-11-24

ATTACHMENT A: SCOPE OF WORK

09-1124

Attachment A

Contractor will administer The Emergency Food Assistance Program within the authorized service area. Contractor is responsible through September 30, 2012 (contract period), for maintaining financial and distribution records in accordance with Attachment B and C. Attached and incorporated by reference herein as part of the contract is Attachment B "The Emergency Food Assistance Program Agreement", Attachment C "Claim for Reimbursement, form NFD-7". The "Interlocal Contract between Public Agencies" form shall govern over any inconsistent terms that may exist in the attachments.

Contingent on receipt of adequate federal funds, the State will issue monthly or quarterly payments upon receipt of the State approved "Claim for Reimbursement, form NFD-7" (Attachment C). Advanced monthly or quarterly payments will be allowed to offset anticipated storage and distribution cost if written justification is received.

09-11-24

ATTACHMENT B: THE EMERGENCY FOOD ASSISTANCE PROGRAM AGREEMENT

09-1124

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
FOOD DISTRIBUTION PROGRAM

OCT - 3 2008

2250 Barnett Way
Reno, Nevada 89512
Phone (775) 688-1160 * FAX (775) 688-1503

PERMANENT AGREEMENT

BETWEEN DISTRIBUTING AGENCY AND RECIPIENT AGENCY
FOR COMMODITIES DONATED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE

THE EMERGENCY FOOD ASSISTANCE PROGRAM

Name of Agency: Washoe County Senior Services

Address: 1155 E. 9th Street
(Street/P.O. Box)

Reno, NV 89512 E-MAIL gtarbutton@washoecounty.us
(City, State, Zip)

Telephone Number: 775-328-2575 Fax Number: 775-328-6192

Please provide us with the appropriate classification of your organization by checking one space below which best describes your organization in reference to financial reporting purposes. To determine the appropriate classification for your organization please follow the guidelines set in Statement No. 3 issued by the National Council on Governmental Accounting, subsequently adopted by the Governmental Accounting Standards Board. These guidelines state that organizations exercising substantial or total administrative and supervisory authority in their name are considered to be substantially autonomous; therefore, for financial reporting purposes, should have an audit report of their own separate organization because they would not be included in the audit report of another organization. The fact that some or all of an organization's funds are passed through another organization does not (by itself) indicate the original organization is exercising substantial administrative authority over the other organization (i.e. a county government collecting property tax revenue for a local hospital district).

- | | |
|--|--|
| <input type="checkbox"/> State Government Agency | <input type="checkbox"/> School District |
| <input checked="" type="checkbox"/> County Government | <input type="checkbox"/> Local Hospital District |
| <input type="checkbox"/> City Government | <input type="checkbox"/> College & University |
| <input type="checkbox"/> Private Non-profit Organization | <input type="checkbox"/> Indian Tribe |

09-11-04

Agency's Tax Identification Number: 88-~~730007~~ 6000138

What time period does your fiscal year cover? July 1 through June 30

The Recipient Agency hereby agrees to the following terms and conditions:

- I. **ADMINISTRATIVE PROCEDURES** - The Recipient Agency shall designate a representative who will be charged with the responsibility for the proper management and use of commodities received. Proper administration shall be in accordance with the Department of Agriculture, 7 CFR parts 250 and 251 of the Code of Federal Regulations and State procedures/policies. This representative will be authorized to obligate the agency's funds and to sign, on behalf of the agency, requests for commodities, reports or other documents necessary in the U.S. Department of Agriculture food program. The Recipient Agency shall be charged with the responsibility of notifying the Nevada State Food Distribution Program of any changes or revisions in personnel, delivery location and/or requested commodity quantity.

- II. **AUTHORIZED USE** - Commodities received under this Agreement shall be distributed solely for the benefit of household consumption to needy persons assisted by the Recipient Agency and will not be otherwise disposed of without prior written approval of the State Agency. Under no circumstances shall USDA commodities be sold or exchanged. The State Agency shall provide the USDA commodities without cost (including charges for handling or distribution) to the Recipient Agency. Recipient Agency shall insure that no charges be imposed on needy persons receiving USDA commodities.

- III. **STORAGE FACILITIES** - Facilities for the proper handling and storage of commodities requested and accepted shall be provided. Commodities must be stored in accordance with the Warehousing and Inventory Control Guidelines (NFD-5).

- IV. **COMMODITY LOSSES** - The Recipient Agency agrees that if improper use, unsuitable storage or inappropriate care of any commodity causes loss of or damage to that commodity, the Recipient Agency shall make restitution as prescribed by the State Agency. Lost commodities are those which, for any reason, cannot be accounted for by distribution records. Commodities may be lost through theft, damage, spoilage, infestation, improper distribution, sale or exchange, diversion to an improper use or similar cases.

- V. **INSPECTION PROCEDURES** - Representatives of the State Agency and/or the United States Department of Agriculture may inspect the Recipient Agency's storage facility and audit all records (including financial records and reports) pertaining to the distribution and use of commodities. They may also review and/or audit the procedures and methods used to carry out all requirements of the agreement at any reasonable time and place to insure compliance with the terms and conditions.

09-11-24

REVIEWS - The Recipient Agency agrees to comply with an annual review of each Sub-outlet site according to their approved agreement. Necessary corrective action(s) must be issued in writing within thirty days to the Sub-outlet site. The Sub-outlet site must assure the Food Bank within thirty days of request that any recommended procedures have been implemented. This provision is applicable to section VIII.b of this agreement.

VII. **PRIVATE FOOD DONATION ASSURANCE** - The Recipient Agency assures that food donations received from other sources shall not be diminished as a result of donated foods being made available under section 110 of the Hunger Prevention Act of 1988.

VIII. **ELIGIBILITY POLICY** - The Recipient Agency agrees to make available commodities authorized under the Emergency Food Assistance Act of 1983, section 202 and 214 and under the Hunger Prevention Act of 1988, section 104, 110, 213 and 214 to the following households:

- A. Needy households that reside in a designated service area approved by the Food Distribution Program. The household must read the "Self Declaration Assurance" and certify eligibility by signing the issuance sheet that their household's income does not exceed 150% of the poverty income guidelines.
- B. Needy households receiving assistance from State approved Food Banks in the form of food baskets or cash vouchers. Household income cannot exceed 150% of the poverty income guidelines as issued by the Department of Health and Human Services. Head of household or an authorized representative must verify eligibility and the receipt of USDA food by completing the State approved form titled "Emergency Food Issuance Certification Document".

A Food Bank that is redistributing food to other eligible agencies (food pantry programs) must enter into a "Sub-Outlet Site Agreement for the Distribution of USDA Commodities" unless the State has a current "Food Bank Agreement for the Distribution of USDA Commodities" with the agency. Prior to approval, the Food Bank must ensure that the food pantry program is recognized by the Internal Revenue Service (IRS) as tax-exempt OR has made application for recognition of such status and is moving toward compliance with the requirements for recognition of tax-exempt status OR is currently operating another Federal program requiring such tax-exempt status.

- C. Households submitting a written referral issued by a State approved Social Agency such as Women, Infants and Children (WIC).

09-11-24

IX. **DISTRIBUTION POLICY** - Commodities shall be distributed in accordance with the State's written "Distribution Rate Schedule." The schedule is subject to revisions throughout the agreement period. The Recipient Agency shall assure that all commodity transactions are accounted for on the State approved Daily Issuance Form (excluding section 6-b) or on the "Emergency Food Issuance Certification Document" (applicable to Section 6-b only). Commodities shall be requested and accepted only in such quantities that will be fully utilized without waste by eligible recipients. The Recipient Agency shall distribute commodities within their authorized service area unless a State waiver is issued.

X. **RECORD KEEPING** - Accurate records pertaining to all transactions relating to the receipt, disposition and inventory of commodities (including records with respect to the receipt, administration and disbursement of funds arising from the administration, receipt and use of these commodities) shall be retained for a period of three (3) years from the close of the federal fiscal year to which they pertain. As a minimum, these records will contain the following:

- A. Records of all agreements, reports and required documents and correspondence pertaining to this Agreement.
- B. Documentation of eligibility (application, income verification, and copy of referral form).
- C. Perpetual Inventory Records.
- D. Full explanation(s) of any inventory difference(s).
- E. Accurate records on the actual direct costs incurred and disbursed for the storage and distribution of commodities. An agency that is approved to receive Federal funds must submit claims by the (10th) of the month following each month that the expenses were incurred. State claims of 60 days will not be processed. Allowable costs (direct costs to the Food Bank) are as follows:

- | | |
|------------------------------------|----------------------------|
| 1. Management | 6. Rental of Vehicles for |
| 2. Clerical Personnel | Distribution |
| 3. Warehouse Personnel | 7. Print and Mailing Costs |
| 4. Truck Drivers | 8. Telephone |
| 5. Rental of Storage
Facilities | |

09-1124

NO FIXED ASSETS OR CAPITAL EXPENDITURES ARE ALLOWED UNLESS STATE APPROVAL IS MADE PRIOR TO PURCHASE.

DOCUMENTATION REQUIRED (EXAMPLES):

- A. Canceled Checks
- B. Paid Invoices
- C. Cost breakdown on pro-rated expenses

XI. **AUDIT REQUIREMENTS OF NONPROFIT PRIVATE AND GOVERNMENTAL AGENCIES** - The Federal Office of Management and Budget (OMB), Circular A-133 requires subrecipients that spend \$500,000 or more in federal assistance to have a single audit and provide the Department of Administration, Food Distribution Program with a copy of the single audit reporting package if there were any audit findings affecting the Food Distribution Program grant awards. The single audit reporting package must include the sub-recipient's financial statements, schedule of expenditures of federal awards, corrective action plan, summary schedule of prior audit findings, as well as the auditor's opinion on the financial statements, reports on internal control and compliance, and schedule of findings and questioned costs. If there were no audit findings affecting the Food Distribution Program grant awards, the sub-recipient must submit written notification to the Administrative Services Division at 209 East Musser Street, Room 104, Carson City, Nevada 89706 stating that the sub-recipient had a single audit performed and there were no audit findings relating to grant awards provided by the Food Distribution Program. A sub-recipient may choose to submit a copy of the reporting package described above to the Administrative Services Division to comply with this notification requirement.

09-11-24

The single audit reporting package or the notification letter, whichever is applicable, shall be sent within 30 days after the issuance of the auditor's report to the auditee, but no later than nine (9) months after the end of the audit period. Appropriate corrective action is to be taken within six months after your receipt of the audit report in instances of non-compliance with Federal laws and regulations. In addition, access to the sub-recipient's financial records is to be afforded to the pass-through granting agency's auditors as necessary for our compliance with Circular A-133.

XII. **CERTIFICATION REGARDING LOBBYING** - Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds. The undersigned certifies, to the best of his/her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer

or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XIII. **CIVIL RIGHTS COMPLIANCE** - The Recipient Agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), Age Discrimination Act of 1975 (P.L. 94-135) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations to the effect that no person in the United States shall, on the grounds of race, color, national origin, sex, religion, age, and disability, be excluded from participation in, be denied the benefits of or be otherwise subject to discrimination under any program or activity for which the program applicant received Federal financial assistance from the Department; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of federal property and interest in property, the detail of Federal personnel, the sale and/or lease of and the permission to use Federal property or interest in such property of the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient or in recognition of public interest to be served by such sale, lease or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the program applicant by the Department. This assurance includes any Federal agreement, arrangement or other contract, which has as one of its purposes the provision of assistance such as food and cash

09-1129

assistance extended in reliance on the representations and agreements made in this assurance. By accepting this assurance, the Recipient Agency agrees to compile data, maintain records and submit reports as required to permit effective enforcement of Title VI and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the State Agency or (where applicable) recipient agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the program applicant.

XIV. **DEBARMENT CERTIFICATION** - The agency certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Federal department or agency sponsored program. Where the agency is unable to certify to any of the statements in this certification, such agency shall attach an explanation to this agreement.

XV. **TERMINATION PROCEDURES** - Either agency may terminate this agreement by giving 30 days notice in writing to the other party. The State Agency may cancel this agreement immediately (by notice in writing to the Recipient Agency) upon receipt of evidence that the terms and conditions thereof have not been fully in compliance with. Subject to such notice of termination or cancellation of the agreement, the Recipient Agency agrees to comply with the instructions of the State Agency either to (a) re-donate all remaining inventories in its possession/control or (b) return such inventories to the State Agency and transmit such reports as are required by the State Agency to record final disposition of such inventories. The Recipient Agency shall be held accountable for any losses occurring prior to the date of cancellation, which may be revealed in a final closing audit of the Recipient Agency's operations. (Exception: any termination of this agreement for noncompliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.

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I, Grady Tarbutton the agent authorized by the board of the institution,
(Print of type name)

or chief administrative officer for the institution that has no board, certify that I have read and understand the agreement, terms and conditions, and will comply with all points listed.

Grady Tarbutton
Signature

Director
Title

9.22.08
Date

FOR STATE USE ONLY

Recipient Agency is authorized to distribute USDA food under eligibility policy:

8A 8B _____ 8C _____

Recipient Agency is eligible to receive available Federal funds in the amount determined by a separate cover letter for the applicable fiscal year. Authorization is subject to the receipt of federal funding pertaining to this agreement that is available to the State.

APPROVED

BY Janette Limb Program Chief

DATE 10-7-08

COMMENTS: _____

09-1124

ATTACHMENT C: CLAIM FOR REIMBURSEMENT

09-1124

CLAIM FOR REIMBURSEMENT

EMERGENCY FOOD DISTRIBUTION PROGRAM

STATE AGENCY APPROVAL

Return to:

Department of Administration
 Purchasing Division
 Food Distribution Program
 2250 Barnett Way
 Reno, Nevada 89512

FOR STATE AGENCY USE ONLY	
Approved Amount	\$.....

IMPORTANT: Claims must be submitted by the tenth (10th) of the month following the month or quarter expenses were incurred. State claims of 30 days will not be processed. Submit original and second copy to the Food Distribution Program. The third copy must be maintained by the Recipient Agency.

Month and year covered by this claim....., 20.....

1. Recipient Agency Name
2. Recipient Agency Address.....
Number/Street/Box/Route City/State/Zip Code

For Food Banks Only

3. Number of people served this month.....
- Costs
4. Direct Labor \$
5. Administrative Labor \$
6. Supplies \$
7. Warehousing \$
8. Transporting \$
9. **TOTAL Cost of Handling**
- USDA Commodities \$

ACCEPTABLE DOCUMENTATION (Examples):

1. Cancelled checks
2. Paid Invoices
3. Cost breakdown on prorated expenses

ALLOWABLE COSTS (Direct Cost to the Food Bank):

1. Management
2. Clerical personnel
3. Warehouse personnel
4. Truck drivers
5. Rental of storage facilities
6. Rental of vehicles for distribution
7. Print and mailing cost
8. Telephone cost

NO FIXED ASSETS OR CAPITAL EXPENDITURES ARE ALLOWED UNLESS STATE APPROVED PRIOR TO PURCHASE. AGENCIES CANNOT CLAIM EXPENSES THAT HAVE ALREADY BEEN PAID WITH OTHER FEDERAL FUNDS.

h211-60

I certify that, to the best of my knowledge, this claim is true and correct in all respects, that records are available to support this claim, and that the claim is made in accordance with the terms of the agreement with the Nevada State Food Distribution Program.

.....
 Signature of Authorized Person

.....
 Title

.....
 Date

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES
4126 Technology Way, 3rd Floor
Carson City, NV 89701
Phone: 775-684-4400 Facsimile: 775-684-4455
(hereinafter referred to as State)

and

WASHOE COUNTY
Acting by and Through Its
DEPARTMENT OF SOCIAL SERVICES
350 South Center Street
Reno, NV 89502
Phone: 775-328-2300 Facsimile: 775-325-8049
FEIN: 88-6000138
(hereinafter referred to as Public Agency)

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

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

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.

2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Public Agency" means Washoe County, its officers, employees, and immune contractors as defined in NRS 41.0307. Washoe County has designated the Department of Social Services to be the Child Welfare Agency in accordance with NRS 432B.030 and is the agency the State contracts with to provide child welfare services.

3. CONTRACT TERM. This Contract shall be effective upon approval of the State Board of Examiners and the Washoe County Commission and will continue year to year with an automatic renewal unless sooner terminated by either party as set forth in this Contract. This contract is renewable upon a legislatively approved biennial budget which is statutorily authorized in a Nevada State Appropriations Act and Authorizations Act of the Nevada Executive Budget each Legislative Session, effective July 1 of each odd-numbered year. Approved funds are recorded in the Department of Health and Human Services, Division of Child and Family Services, Budget Account 3141 – Washoe County Integration, for continued

09-11-03

funding of child welfare services transferred to the public agency. The State and Public Agency recognize that any funding or expenditure authority for each new biennial period will be that amount authorized by the Legislative Session of each odd-numbered year, and these funds are available for encumbrance and disbursement effective July 1 per the State Appropriations and Authorizations Acts and shall be retro-active to July 1 for each new biennial period.

4. TERMINATION. Due to the mandate in NRS 432B.030 stating "Agency which provides child welfare services" means: 1. In a county whose population is less than 100,000, the local office of the Division of Child and Family Services; or 2. In a county whose population is 100,000 or more, the agency of the county, which provides or arranges for necessary child welfare services", this contract will not be terminated unless Legislative action to NRS 432B.030 is taken to modify/remove the mandate for the counties to provide child welfare services for the children in that county and will include any applicable Legislative action that would transfer the responsibility outlined in NRS432B from the Public Agency to the State. The services must be provided in accordance with the standards adopted pursuant to NRS 432B.190.

This contract may be terminated by either party provided that a termination shall not be effective until 180 days after a party has served written notice upon the other party. The parties expressly agree that this Contract shall be terminated immediately if for any reason Public Agency, State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired. If the Contract is terminated for any reason, the parties agree to develop an alternative child welfare services delivery plan within the aforementioned 180 days that insures that the fiscal and/or programmatic responsibility for the provision of child welfare services is proportionate to the level of responsibility of each entity prior to the integration of child welfare services. This Contract may also be renegotiated in the event of a reduction in the anticipated Public Agency, State, or federal funding revenue required to satisfy this Contract.

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

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

The Division of Child and Family Services is appropriated and authorized funding for ongoing costs associated with the transfer of certain child welfare services from the State to the Public Agency through a Legislatively Approved Budget within the Department of Health and Human Services, Division of Child and Family Services, Budget Account 3141- Washoe County Integration.

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: FISCAL PROCEDURES

ATTACHMENT C: MUTUAL CONFIDENTIALITY AGREEMENT

7. CONSIDERATION. Public Agency agrees to provide the services set forth in paragraph (6) at a cost not to exceed the Legislatively Approved Budget or Modification of the Legislatively approved Budget by the Interim Finance Committee (IFC) with the total Contract or installments payable: as outlined in

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Attachment B, Fiscal Procedures, not to exceed the authority allocated within the State's Budget Account 3141 – Washoe County Integration, subject to a legislatively approved biennial budget which is statutorily authorized in a Nevada State Appropriations Act and Authorizations Act of the Nevada Executive Budget each Legislative Session, effective July 1 of each odd-numbered year. This Contract is capped per fiscal year by the legislatively approved amounts.

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

9. INSPECTION & AUDIT.

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

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

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

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

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

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

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13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

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

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

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

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may

09-11-10

Summary - a resolution directing the defeasance of and the payment of the principal of and interest on a portion of the outstanding Washoe County, Nevada, General Obligation (Limited Tax) Water and Sewer Bonds (Additionally Secured by Pledged Revenues), Series 2005.

RESOLUTION NO _____

A RESOLUTION DIRECTING THE DEFEASANCE OF AND THE PAYMENT OF PRINCIPAL OF AND INTEREST ON A PORTION OF THE WASHOE COUNTY, NEVADA, GENERAL OBLIGATION (LIMITED TAX) WATER AND SEWER BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES) SERIES 2005; AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, the Board of County Commissioners (the "Board") of Washoe County, Nevada, (the "County," and the "State," respectively), has previously issued its Washoe County, Nevada, General Obligation (Limited Tax) Water and Sewer Bonds (Additionally Secured by Pledged Revenues) Series 2005 (the "Bonds"); and

WHEREAS, the Board hereby determines that it is necessary and advisable to defease a portion of the outstanding Bonds, pay the principal of and interest on the Bonds on January 1, 2010 and pay the costs of the defeasance; and

WHEREAS, there has been filed with the County Clerk prior to this meeting, a proposed form of the Escrow Agreement (the "Escrow Agreement") between the County and U.S. Bank, National Association, as escrow bank (the "Escrow Bank").

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

Section 1. This resolution shall be known and may be cited by the short title "2009 Defeasance Resolution."

Section 2. The Board hereby directs the defeasance of certain maturities of the Bonds specified by the County Finance Director, the payment of the principal of and interest on January 1, 2010 on a portion of the outstanding Bonds and the payment of the costs of defeasance with unspent proceeds of the Bonds in the maximum amount of \$41,000,000 or such lesser amount as shall be determined by the County Finance Director. The County Finance Director or his designee is hereby authorized to select the maturities of the Bonds to be defeased and arrange for the

09-11-60

defeasance and the payment of the principal of and interest on the Bonds on January 1, 2010 from the unspent proceeds of the Bonds and from other legally available funds of the County designated by the County Finance Director.

Section 3. The County Finance Director or his designee is authorized to specify the method of defeasance and other details of the defeasance and payment of the Bonds, and if deemed appropriate by the County Finance Director or his designee, to bid the selection of defeasance securities to be deposited into the Escrow Account created by the Escrow Agreement and authorized herein and arrange for the distribution of notice of the defeasance.

Section 4. The officers of the Board and the County are hereby authorized to take all action necessary or appropriate to effectuate the provisions of this resolution, including without limitation, assembling of financial and other information concerning the County and the Bonds and arranging for a certified public accountant's report to demonstrate the sufficiency of securities and cash in the Escrow Account in connection with the defeasance of a portion of the Bonds.

Section 5. The form, terms and provisions of the Escrow Agreement are approved, and the County shall enter into and perform its obligations under such documents in the form thereof filed with the County Clerk prior to this meeting, with such changes, variations, omissions and insertions as the County Finance Director executing such documents shall approve. The execution of the Escrow Agreement by the County Finance Director shall be conclusive evidence of the approval by the Board thereof in accordance with the respective terms hereof. The execution of any document related to the defeasance and payment of the Bonds by County officials shall be conclusive evidence of the approval by the Board of such document in accordance with the terms hereof.

Section 6. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be constructed to revive any resolution, or part thereof, heretofore repealed.

Section 7. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

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Section 8. This resolution shall become effective and be in force immediately upon its adoption.

PASSED AND APPROVED this October 27, 2009.

David W. [Signature]

Chair

SEAL
COUNTY OF WASHINGTON
Attest: *[Signature]*
County Clerk
NEVADA ☆
Harvey

09-1144

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

I am the duly chosen, qualified and acting Clerk of Washoe County (the "County"), in the State of Nevada, and do hereby certify:

1. The foregoing pages constitute a true, correct and compared copy of a resolution of the Board of County Commissioners (the "Board") adopted at a meeting of the Board held on October 27, 2009 (the "Resolution").

2. The members of the Board voted on the Resolution as follows:

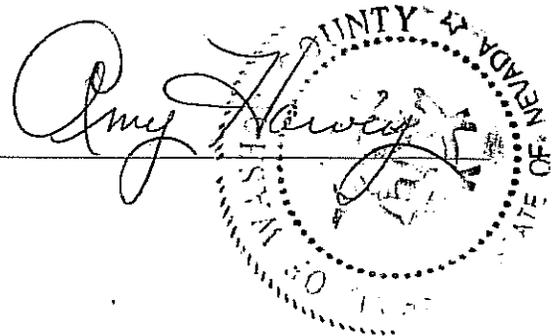
Those Voting Aye:	John Breternitz David Humke Kitty Jung Robert M. Larkin Bonnie Weber
Those Voting Nay:	<u>none</u>
Those Absent:	<u>none</u>

3. The original of the Resolution has been approved and authenticated by the signatures of the Chair of the Board and myself as County Clerk and has been recorded in the minute book of the Board kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County this October 27, 2009.

(SEAL)

Clerk



09-11-09

The undersigned does hereby certify:

1. All members of the Board were given due and proper notice of the meeting held on October 27, 2009.

2. Public notice of such meeting was given and such meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice of meeting and excerpts from the agenda for the meeting relating to the Resolution, as posted no later than 9:00 a.m. on the third working day prior to the meeting, on the County's website, and at the following locations:

- (i) Washoe County Administration Complex
1001 East Ninth Street, Building A
Reno, Nevada
- (ii) Washoe County Courthouse-Clerk's Office
Virginia and Court Streets
Reno, Nevada
- (iii) Washoe County Central Library
301 South Center Street
Reno, Nevada
- (iv) Sparks Justice Court
630 Greenbrae Drive
Sparks, Nevada

is attached as Exhibit A.

3. Prior to 9:00 a.m. at least 3 working days before such meetings, such notice was mailed to each person, if any, who has requested notice of meetings of the board in compliance with NRS 241.030(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

IN WITNESS WHEREOF, I have hereunto set my hand this October 27, 2009.



Manager

09.11.09

COUNTY COMMISSIONERS

David Humke, Chairman
Bonnie Weber, Vice-Chairman
John Breternitz
Kitty Jung
Bob Larkin

COUNTY MANAGER

Katy Simon

**ASSISTANT
DISTRICT ATTORNEY**

Paul Lipparelli

AGENDA

WASHOE COUNTY BOARD OF COMMISSIONERS

COMMISSION CHAMBERS - 1001 E. 9th Street, Reno, Nevada

**October 27, 2009
10:00 a.m.**

NOTE: Items on the agenda without a time designation may not necessarily be considered in the order in which they appear on the agenda. Items may be moved to or from the Consent Agenda at the beginning of the Board Meeting or may be voted on in a block.

The Washoe County Commission Chambers are accessible to the disabled. If you require special arrangements for the meeting, call the County Manager's Office, 328-2000, 24-hours prior to the meeting.

Public Comment during the Commission Meeting on October 27, 2009 will be for all matters, both on and off the agenda, and be limited to two minutes per person. Additionally, public comment of two minutes per person will be heard during individual action items on the agenda. Persons are invited to submit comments in writing on the agenda items and/or attend and make comment on that item at the Commission meeting.

09-11-09
4/4

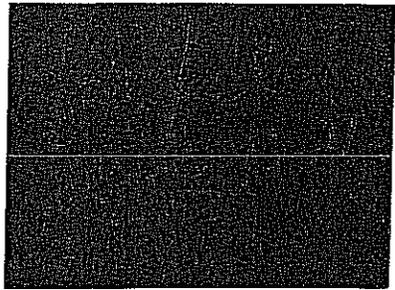
The Chairman and Board of County Commissioners intend that their proceedings should demonstrate the highest levels of decorum, civic responsibility, efficiency and mutual respect between citizens and their government. The Board respects the right of citizens to present differing opinions and views, even 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.

The County Commission can deliberate or take action only if a matter has been listed on an agenda properly posted prior to the meeting. During the public comment period, speakers may address matters listed or not listed on the published agenda. The Open Meeting Law does not expressly prohibit responses to public comments by the Commission. However, responses from Commissioners to unlisted public comment topics could become deliberation on a matter without notice to the public. On the advice of legal counsel and to ensure the public has notice of all matters the Commission will consider, Commissioners may choose not to respond to public comments, except to correct factual inaccuracies, ask for County staff action or to ask that a matter be listed on a future agenda. The Commission may do this either during the public comment item or during the following item: "*Commissioners'/Manager's Announcements, Requests for Information, Topics for Future Agendas and Statements Relating to Items Not on the Agenda".

13. Discussion and direction to staff regarding a proposal by Washoe Legal Services to renew the agreement between the County of Washoe and Washoe Legal Services to provide for the legal representation of children in the Child Protective Services system for a period of three years [fixed annual amount \$468,014]--District Court/Social Services/Manager. (All Commission Districts.)
14. Recommendation to approve an Agreement For License And Professional Management Services At Sierra Sage Golf Course With Cal-Mazz Golf Management, LLC, formerly Performance Golf, for full management of Sierra Sage Golf Course for a one (1) year period commencing on November 1, 2009 through October 31, 2010 with one (1) additional one (1) year renewal option--Regional Parks and Open Space. (Commission District 5.)
15. Recommendation to approve, and authorize the Chairman to execute, a Resolution directing the defeasance of and the payment of principal of and interest on a portion of the Washoe County, Nevada, General Obligation (Limited Tax) Water and Sewer Bonds (additionally secured by pledged revenues) Series 2005; and providing other details in connection therewith--Finance. (All Commission Districts.)
16. Recommendation to review Water Rights Applications 74408, 74409 and 74410 filed by Aqua Trac, LLC, proposing to change the point of diversion of up to 29.7 cubic feet per second of water rights from Kumiva Valley, located in Pershing County, for use in Washoe, Lyon, Churchill and Storey Counties; and, authorize Chairman to recommend denial of the subject applications to the Nevada State Engineer--Water Resources. (All Commission Districts.)
17. Recommendation to approve and authorize the Chairman to: 1) execute a Resolution to sponsor a Regional Plan amendment that implements Washoe County Question #3, approved by voters, which calls for the regional plan to be amended to reflect and to include a policy or policies requiring that local government land use plans be based upon and in balance with identified and sustainable water resources available within Washoe County; and 2) recommend to the Regional Planning Commission and the Regional Planning Governing Board that the Regional Plan and the Regulations on Procedure, Section XII, be amended to clarify that the Consensus Forecast is to be compared with the estimated population that can be supported by the sustainable water resources as identified in the Regional Water Management Plan--Water Resources/Community Development. (All Commission Districts.)
Continued from October 13, 2009 Commission meeting.

11-60
11/14

**WASHOE COUNTY, NEVADA
 GENERAL OBLIGATION (LIMITED TAX)
 WATER AND SEWER BONDS
 (ADDITIONALLY SECURED BY PLEDGED REVENUES)
 SERIES 2005**



ESCROW AGREEMENT

DATED as of _____, 2009 between the **WASHOE COUNTY, NEVADA** (the “County”), a political subdivision duly organized and created under the laws of the State of Nevada (the “State”), and **U.S. BANK, NATIONAL ASSOCIATION**, a bank having and exercising full and complete trust powers, duly organized and existing under the laws of the United States of America, being a member of the Federal Deposit Insurance Corporation and the Federal Reserve System (the “Escrow Agent”).

WHEREAS, the County is duly organized and existing under the laws of the State and its officers from time to time have been duly chosen and qualified; and

WHEREAS, pursuant to proceedings duly taken, the County has heretofore issued its Washoe County, Nevada, General Obligation (Limited Tax) Water and Sewer Bonds (Additionally Secured by Pledged Revenues) Series 2005 (the “2005 Bonds”) in the original aggregate principal amount of \$65,000,000, bearing interest and payable on January 1 and July 1. The outstanding 2005 Bonds mature at the designated rates, in the designated amounts and on the designated dates as follows:

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<u>Year Maturing (January 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2010	\$ 1,240,000	5.00
2011	1,300,000	4.00
2012	1,355,000	4.00
2013	1,405,000	5.00
2014	1,475,000	4.00
2015	1,535,000	5.00
2016	1,615,000	5.00
2017	1,695,000	5.00
2018	1,780,000	5.00
2019	1,870,000	5.00
2020	1,960,000	5.00
2021	2,060,000	5.00
2022	2,160,000	5.00
2023	2,270,000	5.00

2024	2,385,000	5.00
2025	2,505,000	5.00
2029	11,335,000	5.00
2031	6,550,000	5.00
2035	15,185,000	5.00

WHEREAS, the 2005 Bonds maturing on January 1, 20__ in the principal amount of \$_____, January 1, 20__ in the principal amount of \$____,000 and January 1, 20__ in the principal amount of \$____,000, shall be defeased to their original maturity dates; and [a portion of] the 2005 Bonds maturing on January 1, 20__ in the principal amount of \$____,000, January 1, 20__ in the principal amount of \$____,000 and January 1, 20__ in the principal amount of \$____,000 shall be defeased to the optional redemption date of January 1, 2016 collectively, the “Defeased Bonds”) with unexpended proceeds of the 2005 Bonds in order to pay the principal of, interest on and the redemption price due in connection with the Defeased Bonds (the “Defeased Bond Requirements”), as set forth in the certified public accountants’ report attached as Exhibit 1 to this Escrow Agreement and paying costs incidental thereto; and

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WHEREAS, the Defeased Bonds are defeased pursuant to a resolution adopted by the Board of County Commissioners (the “Board”) on October 27, 2009 (the “Resolution”); and

WHEREAS, the County, by the Resolution, among other matters:

- A. Created the Escrow Account (as defined below) to be maintained by the Escrow Agent;
- B. Provided for the deposit in the Escrow Account of a portion of the unexpended proceeds of the 2005 Bonds and other moneys, if any, in an aggregate amount fully sufficient, together with the known minimum yield from the investment of such moneys in bills, certificates of indebtedness, notes, bonds, or similar securities which are direct obligations of the United States, which obligations are not callable at the option of the issuer thereof (“Federal Securities”), to pay the Defeased Bond Requirements as set forth therein and herein;
- C. Provided for the purchase of the Federal Securities with such moneys credited to the Escrow Account, other than such initial cash balance remaining uninvested (as defined below); and
- D. Authorized the completion and execution of this Escrow Agreement; and

WHEREAS, a copy of the Resolution has been delivered to the Escrow Agent and the provisions therein set forth are herein incorporated by reference as if set forth herein verbatim in full; and

WHEREAS, the Federal Securities described in Exhibit 1 to this Escrow Agreement have appropriate maturities and yields to provide funds sufficient for, together with the initial cash, if any, the payment of the Defeased Bond Requirements; and

WHEREAS, a schedule of receipts from such Federal Securities and a schedule of payments and disbursements in the certified public accountant's report attached as Exhibit 1 to this Escrow Agreement demonstrate the sufficiency of the Federal Securities and initial cash for such purpose; and

WHEREAS, the Escrow Agent is empowered to undertake the obligations and commitments on its part herein set forth and the undersigned officers of the Escrow Agent are duly authorized to execute and deliver this Escrow Agreement in the Escrow Agent's name and on its behalf; and

WHEREAS, the County is empowered to undertake the obligations and commitments on its part herein set forth and the undersigned officers of the County are duly authorized to execute and deliver this Escrow Agreement in the County's name and on its behalf.

NOW, THEREFORE, THIS ESCROW AGREEMENT WITNESSETH:

Section 1. That in consideration of the mutual agreements herein contained, and in order to secure the payment of the Defeased Bond Requirements, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives, successors and assigns, as follows:

Section 2 Creation of Escrow.

A. The County, with \$_____ of the 2005 Bond proceeds, shall purchase (to the extent not heretofore purchased) the Federal Securities described in Exhibit 1 to this Escrow Agreement (the "Initial Federal Securities") and shall cause the Initial Federal Securities and an initial cash balance of \$0.00 (the "initial cash") to be credited to and accounted for in a separate trust account designated as the "Washoe County, Nevada, General Obligation (Limited Tax) Water and Sewer Bonds (Additionally Secured by Pledged Revenues) Series 2005, Escrow Account" (the "Escrow Account"). Receipt of \$_____ of Federal Securities by the Escrow Agent to be applied as provided herein is hereby acknowledged.

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B. Other Federal Securities may be substituted for any Initial Federal Securities if such Initial Federal Securities are unavailable for purchase on the date hereof or if such substitution is required or permitted by Section 148 of the Internal Revenue Code of 1986, as amended (the "Tax Code"), and the applicable regulations thereunder, subject in any case to sufficiency demonstrations and yield proofs in a certified public accountant's report, subject to a favorable opinion of the County's bond counsel as to the legality of any such substitution, and the continued exclusion of interest on the 2005 Bonds from gross income for federal income tax purposes (except certain alternative minimum taxes described in bond counsel's opinion) and in any event in such a manner so as not to increase the price which the County pays for the initial acquisition of Federal Securities for the Escrow Account. The certified public accountant's report must indicate that the receipts from the substitute securities are sufficient without any need for reinvestment to fully pay the principal of, interest on and any prior redemption premiums due in connection with the Defeased Bonds. Any Federal Securities temporarily substituted may be withdrawn from the Escrow Account when the Initial Federal Securities are purchased and credited to the Escrow Account. Similarly any temporary advancement of moneys to the Escrow Account to pay designated Defeased Bond Requirements because of a failure to receive promptly the principal of and interest on any Federal Securities at their respective fixed maturity dates, or otherwise, may be repaid to the person advancing such moneys upon the receipt by the Escrow Agent of such principal and interest payments on such Federal Securities.

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C. The initial cash, the proceeds of the Initial Federal Securities (and of any other Federal Securities acquired as an investment or reinvestment of moneys accounted for in the Escrow Account) and any such Federal Securities themselves (other than Federal Securities, including the Initial Federal Securities, held as book-entries) shall be deposited with the Escrow Agent and credited to and accounted for in the Escrow Account. The securities and moneys accounted for therein shall be redeemed and paid out and otherwise administered by the Escrow Agent for the benefit of the County and owners of the Defeased Bonds as provided in this Escrow Agreement and the Resolution.

Section 3. Purpose of Escrow.

A. The Escrow Agent shall hold the initial cash, all Federal Securities accounted for in the Escrow Account (other than Federal Securities, including the Initial Federal Securities, held as book-entries) and all moneys received from time to time as interest on and principal of such Federal Securities in trust to secure and for the payment of the Defeased Bond Requirements.

B. Except as provided in paragraph B of Section 1 hereof, the Escrow Agent shall collect the principal of and interest on such Federal Securities promptly as such principal and interest become due and shall apply all money so collected to the payment of the Defeased Bond Requirements as aforesaid.

Section 4. Funding for Escrow.

A. The moneys and the Federal Securities accounted for in the Escrow Account shall not be subject to withdrawal therefrom by the County or otherwise subject to its order except as otherwise provided in paragraph B of Section 2 and in Section 8 hereof.

B. The Escrow Agent, however, shall transfer from time to time from the Escrow Account to the paying agent for the 2005 Bonds, sufficient moneys to permit such paying agent to pay, without any default, the Defeased Bond Requirements as provided herein and as directed by the duly authorized officers of the County.

C. Except as otherwise provided in paragraph B of Section 2 of this Escrow Agreement, there shall be no sale of any Federal Securities held hereunder, and no Federal Securities held hereunder and callable for prior redemption at the County's option shall be called at any time for prior redemption except if necessary to avoid a default in the payment of the Defeased Bond Requirements.

Section 5. Maturities of Federal Securities.

A. Any Federal Securities shall be purchased in such manner so that such Federal Securities may be redeemed in due season at their respective maturities to meet such Defeased Bond Requirements and so that any sale or prior redemption of such Federal Securities shall be unnecessary.

B. There shall be no substitution of any Federal Securities except as otherwise provided in paragraph B of Section 1 of this Escrow Agreement.

Section 6. Reinvestments.

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A. The Escrow Agent shall reinvest in Federal Securities consisting of State and Local Government Series Securities from the United States Department of the Treasury, Bureau of Public Debt at the rate as published by the United States Department of the Treasury, Bureau of Public Debt on the date of such investment (which interest rate for such reinvestment shall not exceed 50% as set forth in the certified public accountant's report attached as Exhibit 1) to mature on such dates as provided in Section 5 hereof provided that any maturity of such reinvestment shall not be later than the immediately next succeeding January 1 or September 1 following the date any moneys are received in payment of the principal of and interest on the initial Federal Securities maturing on January 15, 2012 through January 15, 2017 accounted for in the Escrow Account and as set forth in Exhibit 2 attached hereto. Any excess investment earnings as a result of reinvestment under this subsection A of Section 5 shall immediately be paid by the Escrow Agent to the to the County and used to make the next debt service payment due on the 2005 Bonds.

B. Except as provided in paragraph A above, the Escrow Agent may, and at the written direction of the County Finance Director shall, reinvest in Federal Securities any moneys (except the initial cash) received in payment of the principal of and interest on any Federal Securities accounted for in the Escrow Account, subject to the limitations of Sections 1 and 4 hereof and of the following additional limitations:

1. Any such Federal Securities shall not be subject to redemption prior to their respective maturities at the option of their issuer.

2. Any such Federal Securities shall mature on or prior to the date or dates when the proceeds thereof must be available for the prompt payment of the Defeased Bond Requirements as the same become due.

3. Under no circumstances shall any reinvestment be made under this Section 5 if such reinvestment, alone or in combination with any other investment or reinvestment, violates the applicable provisions of Section 148 of the Tax Code and the rules and regulations thereunder.

C. Except as provided in paragraph A above, the Escrow Agent shall not make any reinvestment unless the County first obtains and furnishes to the Escrow Agent a written opinion of the County's bond counsel to the effect that such reinvestment, as described in the opinion, complies with paragraph B(3) of this Section 6.

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Section 7. Sufficiency of Escrow. The moneys and Federal Securities accounted for in the Escrow Account shall be in an amount (or have appropriate maturities and yields to produce an amount on and as of the respective maturity dates of the Defeased Bonds) which at all times shall be sufficient to pay the Defeased Bond Requirements, subject to the provisions of Section 10 hereof.

Section 8. Transfers and Redemption Notice for Defeased Bond Requirements.

A. The Escrow Agent shall make such credit arrangements with and transfers to the paying agent for the 2005 Bonds as will assure, to the extent of money in the Escrow Account properly allocable to and available therefor, the timely payment of the Defeased Bond Requirements.

B. The Escrow Agent shall cause notice of the redemption of the portion of the Defeased Bonds subject to optional redemption on January 1, 2016 to be given in the manner required by the ordinance authorizing the issuance of the 2005 Bonds.

Section 9. Termination of Escrow Account. When payment or provision for payment shall have been made with the paying agent for the Defeased Bonds so that all Defeased Bond Requirements shall be or shall have been paid in full and discharged, the Escrow Agent shall immediately pay over to the County the moneys, if any, then remaining in the Escrow Account and shall make forthwith a final report to the County Finance Director. Such moneys may be used by the County for any lawful purpose, subject to any limitations in the ordinance authorizing the issuance of the 2005 Bonds or the Resolution.

Section 10. Fees and Costs.

A. The Escrow Agent's total fees and costs for and in carrying out the provisions of this Escrow Agreement have been fixed at \$500.00 per year for the term of this Escrow Agreement, which amount is to be paid on the date hereof and on the annual anniversary of the date hereof by the County directly to the Escrow Agent as payment in full of all annual charges of the Escrow Agent pertaining to this Escrow Agreement for services performed hereunder.

B. Such payment for services rendered and to be rendered by the Escrow Agent shall not be for deposit in the Escrow Account, and the fees of and the costs incurred by the Escrow Agent shall not be deducted from the Escrow Account.

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Section 11. Possible Deficiencies.

A. If at any time it shall appear to the Escrow Agent that the money and any interest on and principal of the Federal Securities in the Escrow Account allocable for such use under this Escrow Agreement, including, without limitation, the known minimum yield from the Initial Federal Securities, will not be sufficient to make any required payment due on the Defeased Bonds, the Escrow Agent shall notify in writing the County Finance Director as soon as reasonably practicable of such fact, the amount of such deficiency and the reason therefor.

B. Thereupon the County shall forthwith deposit with the Escrow Agent for deposit in the Escrow Account such additional moneys as may be required.

C. The Escrow Agent shall not be responsible for the County's failure to make any such deposit if the Escrow Agent shall have notified the County at least 30 days prior to any date on which such payment is due.

Section 12. Status Reports.

A. In March 2010 and annually thereafter, the Escrow Agent shall submit to the County Finance Director a report covering all money which the Escrow Agent shall have received and all payments which it shall have made or caused to be made hereunder.

B. Each such report (including the last report) shall further indicate for which period and in which trust bank any Federal Securities (other than Federal Securities held as book-entries) and any uninvested moneys were transferred for safekeeping or any Federal Securities pledged to secure the repayment to the County of any uninvested moneys were placed in pledge, as permitted by Section 13 hereof.

Section 13. Character of Deposit.

A. It is recognized that title to the Federal Securities and money accounted for in the Escrow Account from time to time shall remain vested in the County but subject always to the prior charge and lien thereon of this Escrow Agreement and the use thereof required to be made by the provisions of this Escrow Agreement and the Resolution.

B. The Escrow Agent shall hold all such Federal Securities (except as they may be held as book-entries) and money in the Escrow Account as a special trust fund and account separate and wholly segregated from all other securities and funds of the Escrow Agent or deposited therein, and shall never commingle such securities or money with other securities or money.

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Section 14. Securing Deposit.

A. The Escrow Agent may cause the Federal Securities accounted for in the Escrow Account to be registered in the name of the County for payment, if they are registrable for payment, and in such event shall obtain the necessary endorsements from the duly authorized officials of the County as they become due.

B. The County, in connection with any Federal Securities accounted for in the Escrow Account and held as book-entries, shall cooperate with the Escrow Agent and shall forthwith make arrangements with an appropriate representative of the issuer of such Federal Securities so that the interest on and the principal of the Federal Securities shall be promptly transmitted, as the same become due from time to time, to the Escrow Agent for the benefit of the County.

C. All uninvested money held at any time in the Escrow Account shall be continuously secured by the deposit of Federal Securities in a principal amount and value always not less than the total amount of uninvested money in the Escrow Account: (1) in any branch of the Federal Reserve Bank, or (2) in any commercial bank which is a state or national bank or trust company, is a member of the Federal Deposit Insurance Corporation, is a member of the Federal Reserve System, has a capital and surplus of \$10,000,000 or more, is exercising full and complete trust powers, and is located in the State or without the State ("trust bank"), or (3) in any branch of the Federal Reserve Bank and in one or more trust banks (or any combination thereof).

D. Such Federal Securities so held as a pledge shall be used whenever necessary to enable the Paying Agent for the Defeased Bonds to pay the Defeased Bond Requirements to the extent other moneys are not transferred or caused to be transferred for such purpose by the Escrow Agent.

E. Any Federal Securities (except as they may be held as book-entries) and any uninvested moneys accounted for in the Escrow Account may from time to time be placed by the Escrow Agent for safekeeping wholly or in part in any such trust bank only if prior to any such transfer the County Finance Director consents thereto in writing.

F. Each such trust bank holding any Federal Securities accounted for in the Escrow Account or any uninvested moneys accounted for therein shall be furnished by the Escrow Agent with a copy of this Escrow Agreement prior to such deposit.

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G. By the acceptance of such Federal Securities or such uninvested moneys, each such trust bank shall be bound in the same manner as the Escrow Agent as herein provided.

H. The Escrow Agent, however, shall remain solely responsible to the County (i) for any investment or reinvestments of moneys pursuant to Sections 1 and 5 hereof, (ii) for transfers of moneys pursuant to Section 7 hereof, (iii) for the termination of the Escrow Account pursuant to Section 8 hereof, (iv) for any notification of prospective deficiencies pursuant to Section 10 hereof, (v) for the periodic status reports pursuant to Section 11 hereof, and (vi) for defraying any charges of any branch of the Federal Reserve Bank or any trust bank for any deposits of Federal Securities pledged to secure uninvested moneys of Federal Securities in escrow, and of uninvested moneys in escrow (or any combination thereof) or for any other service relating to this Escrow Agreement or the Escrow Account.

I. Notwithstanding the liabilities of the Escrow Agent stated in paragraph H of this Section, the Escrow Agent may cause any one, all or any combination of the duties stated in paragraph H to be performed on its behalf by any trust bank.

J. If at any time the Escrow Agent fails to account for any moneys or Federal Securities held by it or by any such trust bank in the Escrow Account, such moneys and securities shall be and remain the property of the County.

K. If for any reason such moneys or Federal Securities cannot be identified, all other assets of the Escrow Agent and of each such trust bank failing to account therefor shall be impressed with a trust for the amount thereof, and the County shall be entitled to a preferred claim upon such assets.

L. No money paid into and accounted for in the Escrow Account shall ever be considered as a banking deposit and neither the Escrow Agent nor any such trust bank shall have any right or title with respect thereto.

Section 15. Purchaser's Responsibility. The Purchaser and the owners from time to time of the 2005 Bonds shall not be responsible for the application or disposition of the proceeds of the 2005 Bonds or any moneys or Federal Securities accounted for in the Escrow Account. This clause shall not relieve the Escrow Agent (if it is an owner of the Defeased Bonds), in its capacity as Escrow Agent, from its duties under this Escrow Agreement.

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Section 16. Amendment.

A. Except as herein provided, this Escrow Agreement shall be irrevocable.

B. The provisions of this Escrow Agreement may be amended, waived or modified upon approval of the owners of all of the then unpaid Defeased Bonds. The provisions of this Escrow Agreement also may be amended, waived or modified for one or more of the following purposes: (i) to cure any ambiguity, or to cure, correct or supplement any formal defect or omission or inconsistent provision contained in this Escrow Agreement; (ii) to pledge additional revenues, properties or collateral as security for the 2005 Bonds; (iii) to deposit additional moneys or Federal Securities to the Escrow Account, or (iv) if Moody's Investors Service ("Moody's") and Standard & Poor's Corporation ("S&P") have confirmed in writing that such amendment, waiver or modification will not result in lowering or withdrawal of their rating on the 2005 Bonds.

C. Notwithstanding any other provision hereof no amendment, modification or waiver shall be effective if it is materially prejudicial to the owners of the 2005 Bonds or affects the exclusion of the interest on the 2005 Bonds or the 2005 Bonds from gross income for federal income tax purposes, unless such amendment, waiver or modification is approved by the owners of all of the unpaid 2005 Bonds.

Section 17. Exculpatory Provisions.

A. The duties and responsibilities of the Escrow Agent are limited to those expressly and specifically stated in this Escrow Agreement.

B. The Escrow Agent shall not be liable or responsible for any loss resulting from any investment or reinvestment made pursuant to this Escrow Agreement and made in compliance with the provisions hereof.

C. The Escrow Agent shall not be liable or responsible for any act which it may do or omit to do hereunder, while acting with reasonable care, except for duties expressly imposed upon the Escrow Agent hereunder or as otherwise expressly provided herein.

D. The Escrow Agent shall neither be under any obligation to inquire into or be in any way responsible for the performance or nonperformance by the County of any of its obligations, nor shall the Escrow Agent be responsible in any manner for the recitals or statements contained in this Escrow Agreement, in the Resolution, in the Defeased Bonds, or in any proceedings taken in connection therewith, such recitals and statements being made solely by the County.

09.11.14

E. Nothing in this Escrow Agreement creates any obligation or liabilities on the part of the Escrow Agent to anyone other than the County and the owners of the Defeased Bonds and the 2005 Bonds.

Section 18. Time of Essence. Time is of the essence in the performance of the obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

Section 19. Successors.

A. Whenever in this Escrow Agreement the County or the Escrow Agent is named or is referred to, such provision is deemed to include any successor of the County or the Escrow Agent, respectively, immediate or intermediate, whether so expressed or not.

B. All of the stipulations, obligations and agreements by or on behalf of and other provisions for the County or the Escrow Agent contained in this Escrow Agreement shall bind and inure to the benefit of any such successor, and shall bind and inure to the benefit of any officer, board, authority, agent or instrumentality to whom or to which there shall be transferred by or in accordance with law any relevant right, power or duty of the County or the Escrow Agent, respectively, or of its successor.

Section 20. Severability. If any section, paragraph, clause or provision of this Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Escrow Agreement.

09-11-60

IN WITNESS WHEREOF, Washoe County, Nevada, has caused this Escrow Agreement to be signed in its name by the County Finance Director, and U.S. Bank, National Association, has caused this Escrow Agreement to be signed in its corporate name by its authorized officer, all as of the day and year first above written.

WASHOE COUNTY, NEVADA

By: _____
John Sherman, Finance Director

U.S. BANK, NATIONAL ASSOCIATION,
as Escrow Agent

By: _____
Name: _____
Title: _____

09-11-11

EXHIBIT 1

(Attach Certified Public Accountant's Report)

09-11-60

EXHIBIT 2

(Attach Escrow Reinvestment Exhibit)

09-11-60

Clerk

RESOLUTION

A RESOLUTION SPONSORING A RECOMMENDATION TO AMEND THE 2007 TRUCKEE MEADOWS REGIONAL PLAN AND THE REGIONAL PLANNING GOVERNING BOARD'S REGULATIONS ON PROCEDURE, SECTION XII, TO INCLUDE THAT THE SUSTAINABLE WATER RESOURCES IDENTIFIED IN THE REGIONAL WATER MANAGEMENT PLAN SUPPORT THE POPULATION CONSENSUS FORECAST

WHEREAS, Nevada Revised Statutes 278.0272(7) provides that a local government may sponsor proposed amendments to the 2007 Truckee Meadows Regional Plan (Regional Plan); and

WHEREAS, NRS 278.0272(8) further provides that proposed amendments to the Regional Plan sponsored by a local government may be matters necessary for the health and welfare of the community or substantially benefits the community in general; and

WHEREAS, The Regional Plan, as set forth currently in the Introduction to Module No. 1 and Policy 1.1.1, identifies its goals and policies relating to conformance of local planning documents with the regional population forecast developed under the Regional Plan; and

WHEREAS, Pursuant to Section XII of the Regional Planning Governing Board's Regulations on Procedure, the Regional Planning Commission shall oversee processes for conducting and maintaining a regional population forecast for conformance review with the Truckee Meadows Service Area allocation; and

WHEREAS, On November 4, 2008 Washoe County voters passed Ballot Question Washoe County #3 (WC#3), which required amendment of the Truckee Meadows Regional Plan to include a policy that local government land use plans be based upon and in balance with identified and sustainable water resources available within Washoe County; and

WHEREAS, Pursuant to Chapter 531, Statutes of Nevada, 2007, the Western Regional Water Commission is charged with adopting the Washoe County Regional Water Management Plan, which identifies the sustainable water resources in the region as developed by the Northern Nevada Water Planning Commission; and

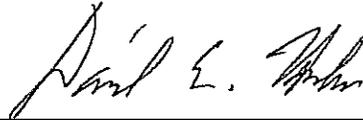
WHEREAS, Neither the Regional Plan's Introduction to Module No. 1, its Policy 1.1.1 nor Section XII of the Regulations on Procedure, provide that the sustainable water resources identified in the Regional Water Management Plan support or be consistent with the population Consensus Forecast; and

WHEREAS, The foregoing proposed amendments to the Regional Plan and Section XII of the Regional Planning Governing Board's Regulations on Procedure will ensure and clarify that the Regional Plan's population Consensus Forecast is supported by the sustainable water resources identified in the Regional Water Management Plan and will accomplish the expressed will of Washoe County voters who passed WC#3; now, therefore, be it

09-11-08

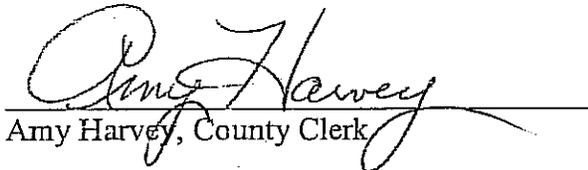
RESOLVED, That the Washoe County Board of County Commissioners, pursuant to NRS 278.0272(7) and (8), does hereby sponsor amendments to the 2007 Truckee Meadows Regional Plan, and recommends that the 2007 Truckee Meadows Regional Plan Module No. 1, its Policy 1.1.1 and the Regional Planning Governing Board's Regulations on Procedure, Section XII, be amended to provide that the sustainable water resources identified in the Regional Water Management Plan will support the population Consensus Forecast established by the 2007 Truckee Meadows Regional Plan.

ADOPTED this 27th day of October, 2009.



David E. Humke, Chairman

ATTEST:



Amy Harvey, County Clerk

09-11-09