

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

TUESDAY

10:00 A.M.

AUGUST 24, 2010

PRESENT:

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

**Jaime Dellera, Deputy County Clerk**  
**Katy Simon, County Manager**  
**Melanie Foster, Legal Counsel**

The Washoe County Board of Commissioners convened at 10:05 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:

County Manager Katy Simon 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."

**10-778      AGENDA ITEM 3**

**Agenda Subject: "Presentation of Excellence in Public Service Certificates honoring Washoe County employees who have completed essential employee development courses--Human Resources."**

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

**Essentials of Support Staff**  
Lynsy Nolan, Library Assistant II, Library

**Essentials of Management Development**

Kristy Baker, Social Worker III, Social Services  
Ashton Caselli, Senior Youth Advisor, Juvenile Services

There was no public comment on this item.

**10-779      AGENDA ITEM 4 – PROCLAMATION**

**Agenda Subject: “Proclamation--September 2010 as National Preparedness Month--Emergency Management. (All Commission Districts.)”**

Commissioner Larkin read and presented the Proclamation to Cristina Conti, Emergency Management and Homeland Security Program Assistant. Ms. Conti stated she was standing in for Aaron Kenneston, Emergency Management Administrator, who was attending a Homeland Security function in Las Vegas, Nevada. She thanked the Board for recognizing September as National Preparedness Month. She advised preparedness tips would be sent out weekly throughout the month, so families could find new ways to make sure their homes and businesses were safe and secure. She said on October 2, 2010, the month would end with a free public outreach event where a number of agencies and organizations throughout the region, as well as business partners, would display different response vehicles and equipment. She said small businesses would also be providing tips to the public on where items could be purchased that would make it easier to prepare their homes for an emergency.

In response to the call for public comment, Sam Dehne said he supported the Proclamation. He stated preparedness had been the number one issue in the community approximately 10 years ago, and he believed it still should be number one. He said everyone should have a kit, have a plan, and stay informed.

On motion by Commissioner Jung, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that the Agenda Item 4 be adopted.

**10-780      AGENDA ITEM 5 – TRUCKEE MEADOWS FLOOD  
MANAGEMENT PROJECT**

**Agenda Subject: “Accept 2010 American Public Works Association Environmental Project-of-the-Year for the State of Nevada for Projects less than \$5 million for the Reno-Sparks Indian Colony Levee-Floodwall TRAction Project located on the South Bank of the Truckee River from Highway 395 to Glendale Avenue – Second Street--Truckee River Flood Management Project. (Commission District 2.)”**

Tom Greco, Regional Transportation Commission (RTC) Senior Transportation Engineer, advised he was representing the American Public Works Association (APWA). He thanked the Board and County Management for continuing to support staff’s involvement in the APWA. He stated he was proud to be part of an

organization that recognized the outstanding work and projects produced by outstanding staff, agencies, consultants and contractors.

Mr. Greco advised project nominations were evaluated twice a year and were measured against service to the public, community needs, and other yardsticks. He said it was his honor and privilege, on behalf of the APWA, to present the Project-of-the-Year Award for the Environmental Discipline for the Reno-Sparks Indian Colony Levee-Floodwall TRAction Project to the Commission and to Greg Belancio, Project Manager.

Naomi Duerr, Truckee River Flood Management Project Director, stated on behalf of the Truckee River Flood Management Project and the Public Works Department, she was extremely happy to accept the award. She said the award was a first for the Flood Project and could not have been possible without the partnerships that were developed. She stated the way the project was designed and built demonstrated the ingenuity the staff from all of the organizations brought to the table, as well as the follow through on the part of the contractors. Ms. Duerr noted all of the materials to construct the levy were processed onsite. She said the floodwall and levee were built away from the river to preserve the entire riparian fringe and a bike and hiking trail were constructed along the floodwall and levy on the side closest to the river, which would ultimately have lighting and benches.

Ms. Duerr discussed the Flood Project's unique financial partnerships, which consisted of private and public funding. She noted almost half of the cost of the levy and floodwall was paid by Wal-Mart Stores, Inc., and there had been donations of easements from the State of Nevada and from the Reno-Sparks Indian Colony. She advised the net result was the \$6 million project was built for approximately \$1.8 million using the 1/8 cent sales tax revenues. She said if a project was ultimately done with the Army Corp of Engineers, the \$6 million should net at least \$12 million back in terms of other floodwall/levy construction.

Ms. Duerr said a great debt of gratitude was owed to Washoe County for being willing to step up and manage a project that was not even on their territory per say and to bring their expertise to the project, especially the expertise of Mr. Belancio, who stepped right up.

Chairman Humke stated the APWA criteria included looking at the intricacy of design and the aesthetic value. He believed the aesthetic value was the flood control feature could not be seen because it already blended in.

Commissioner Larkin gave kudos to Washoe County's Public Works' staff for their work on getting the job done on the first flood feature of the Flood Project.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Chairman Humke, which motion duly carried it was ordered that Agenda Item 5 be accepted.

**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.”

Robert Parker stated he was critical of the very subjective evaluation process used by the County to assess Michael Greene, Sierra Fire Protection District (SFPD) Chief, and Katy Simon, County Manager. He explained the process involved sending out a survey to mutually agreed people, the survey was completed, and it was returned with comments. He said the individual comments were not subjected to any filtering or qualitative review for accuracy, which resulted in a random compilation of comments.

Mr. Parker noted most of the County’s employees worked for the County Manager, including the Director of the Human Resources Department who managed the review process. He said the current review process benefited the County Manager and would almost certainly lead to a strongly biased positive review. He said conversely Chief Greene reported to the Board and the same people who worked with the County Manager designed his review process. Mr. Parker stated additionally, some of Chief Greene’s reviewers were his professional competitors who had a strong interest in protecting their funding, department, or union contract. He said a comparison of the Chief’s review to his contract showed a blatant absence of either his objectives or his accomplishments.

Donna Peterson discussed Chief Greene’s employment contract, some of the examples of the bias shown against him, and what should be done to resolve the situation as detailed in her written comments. A copy of her comments was placed on file with the Clerk. She said the evaluation was neither professional nor objective. She stated the Chief and the County’s citizens deserved better, and the Board deserved better guidance.

Bob Ackerman apologized for his display of anger during the last meeting, but he still believed the double standard used to measure Chief Greene’s performance was inexcusable. A copy of his written comments was placed on file with the Clerk.

Blain Claypool, Renown Health Vice President, thanked the Board for allowing himself and other hospital representatives to provide input regarding the Fire Services Coordinator’s plan to evaluate the Emergency Medical System (EMS) at the last Board meeting. He stated he hoped the Board had received a letter from the hospitals, which clarified the hospitals’ intent. Mr. Claypool said the hospitals believed there was a special integrated care system already in place and the three hospitals, the pre-hospital transport system, and the physicians worked together to provide a world-class EMS. He said what was being asked of the Board was, if there would be a study of EMS, the

hospitals needed to be actively involved. He stated the Board had agreed; however, the direction the Fire Services Coordinator was continuing to take did not involve all of the hospitals and did not represent the practice of medicine. He stated a balanced task force was being proposed to review all of the facts and the data, so any of the gaps in the system could be filled.

Mark Crawford, Northern Nevada Medical Center CEO/Managing Director, stated he wanted to confirm the Board received the letter and to ask the Board to consider the recommendation regarding the makeup of the taskforce. He believed it was a strong, fair, well balanced, and competent makeup for a taskforce to address the EMS services in this community. He stated a lot of work and money had been spent over the last 20 plus years to build the current system. He said the recommendation was to include John Cassani, Physician and Chairman of the Pre-Medical Advisory Committee (PMAC), the District Health Officer, the CEO or a representative from each of the four area hospitals, a representative from each fire entity, a physician from each of the five critical pre-hospitalization specialties, a physician from the University of Nevada, Reno, a representative from Regional Emergency Medical Services Authority (REMSA), a Commissioner, and a community lay member or members. Mr. Crawford said the recommendation also included bringing the committee back for a vote by the Commission, which would allow the hospitals' CEO's to put the committee together as described. He advised he and Mr. Claypool represented Greg Boyer, Renown Regional Medical Center CEO and Allen Meadows, Chief Strategy and Development Officer for St. Mary's Health System because they could not be present.

Sarah Thomas described an example of the ramifications of the Interlocal Agreement affecting the north end of the County during multiple incidents, which occurred within the same timeframe on August 17, 2010. She asked the Board to stop the Interlocal Agreement from going forward until the Board knew how to best serve the County's needs and how to equalize costs.

Diane Rose said the Verdi Volunteer Fire Department had suffered several losses recently, including the loss of Chief Bob Hackbarth and a firefighter losing her son. She discussed Firefighter Cameron Goeppert's son, Charleston Goeppert, who had been diagnosed with a rare and often fatal illness called Spinal Muscular Atrophy (SMA). She said last weekend a spaghetti dinner was held, which raised over \$8,000 to help with Cameron's medical bills. She noted Chief Greene took several dips into the dunk tank, and she thanked him for his support. She stated the Chief had tirelessly assisted all three of the families throughout these sad circumstances. She hoped the community would also step up to assist Firefighter Goeppert's family. She placed a copy of the donation information on file with the Clerk.

Sam Dehne discussed his view on pay cuts, the local media, and the vote stealing, which he believed occurred during the Primary Election.

**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, stated Agenda Item 18 was being amended to remove the Washoe County Supervising Sheriff’s Deputies Association Collective Bargaining Agreement due to the ongoing negotiations.

Chairman Humke asked if Mark Crawford, Northern Nevada Medical Center CEO/Managing Director, and Blain Claypool, Renown Health Vice President, were speaking about the review of the Fire Services Master Plan. Ms. Simon said the discussion had to do with the District Board of Health declining to oversee a review of the Emergency Medical System (EMS) as recommended in the Fire Services Master Plan. She stated the direction was to go forward with the review under the Board of County Commissioners. Ms. Simon indicated the composition of the committee was up for the Board’s discussion and vote, but John Cassani, Physician and Chairman of the Pre-Medical Advisory Committee (PMAC) had been included per the Board’s direction.

Chairman Humke said Mr. Crawford and Mr. Claypool suggested forming a committee that would include representatives from the four hospitals, three medical specialties, the fire agencies, and University of Nevada, Reno and stated this had to do with the practice of medicine. He thought the discussion was about the Fire Services Master Plan implementation. Ms. Simon believed the intent of the recommendation was to do a comprehensive review of EMS services in Washoe County. She said an item could be agendaized regarding the composition of a committee. She said the intent was to get the best information possible to evaluate the EMS services and to bring the evaluation forward to the Board. She stated it was not the intent to exclude the hospitals from the process. Chairman Humke recalled Kurt Latipow, Fire Services Coordinator, was directed to form a committee and to bring back its makeup to the Board for approval. Ms. Simon replied Mr. Latipow was doing that. She stated staff wanted to have the Board’s clarification on who should be part of a committee.

Chairman Humke asked if the hospital representatives should approach the District Board of Health to ask why they would not conduct the review. Ms Simon said they declined to conduct the review because of their jurisdiction.

Commissioner Breternitz understood the Board would review the proposed composition of the committee, whose purpose would be to review the proposed EMS services. He believed at the last meeting, it was determined representation by the hospitals and the doctors was appropriate as part of a broad spectrum of members on such a committee. He said it should be remembered the person being served was the person riding in the ambulance. He advised he was looking forward to receiving Mr. Latipow’s recommendations so the Board could go forward from there.

Commissioner Weber agreed the composition of the committee would be coming back, so the Board would have an opportunity to vet the people on the committee. She asked Ms. Simon to look into the claim that Mr. Latipow had not been communicating with the hospitals' representatives. Ms. Simon said she had been communicating with Mr. Latipow regularly since the last meeting. She said the letter mentioned by Mr. Crawford and Mr. Claypool implied they would be appointed to a committee, but appointing the hospitals' representatives was not the direction provided by the Board at its last meeting. She advised the direction was to have a discussion about the composition of the committee, so no one had been contacted yet about being on a committee except for Dr. Cassani.

Commissioner Breternitz said he did not get a copy of the letter. Chairman Humke said he received numerous e-mails from Mr. Latipow, and management was definitely being kept informed regarding what was occurring. Ms. Simon advised staff would make sure everyone had a copy of the letter.

Commissioner Weber stated she attended the funeral service for Bob Hackbarth, Verdi Volunteer Fire Station Chief, who was adored by the community. She said the service was very moving, and her well wishes went out to the family. Commissioner Weber said the "Hope for Charleston" event held last Saturday was a great event, which raised \$1,300 in only a couple of hours. She said if someone wanted to donate, they could contact the Manager's Office. Commissioner Weber stated after the fundraiser, she went to an Aces baseball game. She believed the Ace's coming here was a great thing for the community.

Commissioner Jung stated she attended a "meet and greet" for Colonel Levy, Army Corp of Engineers. She announced she was a celebrity bartender last week to raise funds for an animal rescue group that specialized in rescuing small animals, For Pets' Sake. She stated she won the friendly contest with the other celebrity bartenders on who could collect the most tips. She said new data had just come out, which showed this community was number one when it came to aiding homeless pets. She stated that showed how much compassion there was in the community and was a fact she was proud of.

Commissioner Jung wished her Mother a happy 74th Birthday.

Chairman Humke advised the "Hope for Charleston" fundraising effort had collected \$10,000, and the total was still going up. He thanked Diane Rose for spreading the word about Charleston Goeppert's need for help and Captain Katie Patterson, Pleasant Valley Volunteer Fire Department, for originating this effort.

Chairman Humke stated he and Commissioner Weber decided when they first joined the Commission that the fire service's volunteers would be respected and they would be worked with. He said the volunteers had proven to him that they were deserving of that respect. He suggested adjourning the meeting in honor of Chief Hackbarth's faithful service to the County as a volunteer.

**CONSENT AGENDA - AGENDA ITEMS 8A THROUGH 8N(5)**

**10-783      AGENDA ITEM 8A**

**Agenda Subject:** “Approve minutes for the Board of County Commissioners’ meetings of April 27 and July 27, 2010.”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 8A be accepted.

**10-784      AGENDA ITEM 8B**

**Agenda Subject:** “Cancel September 21, 2010 County Commission meeting.”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 8B be cancelled.

**10-785      AGENDA ITEM 8C – COMMUNITY DEVELOPMENT**

**Agenda Subject:** “Authorize Chairman to sign a joint resolution of the Reno City Council, the Sparks City Council and the Washoe County Commission pledging each jurisdiction’s commitment to continue to support efforts of the Illegal Dumping Task Force, within the means and resources available as determined solely by each respective entity’s governing body and appropriate officials (support may include efforts by code compliance agencies and prosecutors to prosecute illegal dumping, use of jurisdictional staff and equipment to and dispose of waste at illegal dump sites, and commitment of public information staff coordinate and implement an ongoing public awareness campaign about illegal dumping)--Community Development. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 8C be authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**10-786      AGENDA ITEM 8D – JUVENILE SERVICES**

**Agenda Subject:** “Approve Intrastate Interlocal Contract between the State of Nevada (Department of Health and Human Services, Division of Child and Family

Services), Sierra Regional Center, Washoe County School District and Washoe County (Department of Juvenile Services) to establish Wraparound Washoe, an expansion of the Wraparound in Nevada Program; and if approved, authorize Chairman to execute the Contract--Juvenile Services. (All Commission Districts.)”

Dr. Joe Hass, Juvenile Services Psychologist, stated he was excited about the process of providing intensive case management to kids and their families in the care of Juvenile Justice for their most serious mental health conditions. He said staff was confident in the wraparound process and how it maintained the kids in their own community instead of relying on out-of-state placement.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda 8D be approved, authorized, and executed. The Intrastate Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

**10-787            AGENDA ITEM 8E – PURCHASING**

**Agenda Subject: “Acknowledge receipt of the 15th annual Achievement in Excellence in Procurement Award from the National Purchasing Institute for the year ended June 30, 2010--Purchasing. (All Commission Districts.)**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda 8E be acknowledged.

**10-788            AGENDA ITEM 8F – SENIOR SERVICES**

**Agenda Subject: “Accept subgrant award [\$19,556 - no County match] from Human Services Consortium, passed through Saint Mary’s Foundation – Kids to Senior Korner for the period July 1, 2010 through June 30, 2011 to support Senior Social Services Case Management Program for low-income seniors; and if accepted, direct Finance to make appropriate budget adjustments--Senior Services. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda 8F be accepted and directed.

**10-789            AGENDA ITEM 8G – TREASURER**

**Agenda Subject: “Increase change fund from \$330 to \$500 for Senior Services; and if approved, authorize Chairman to execute Resolution for same--Treasurer. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 8G be approved, authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**10-790            AGENDA ITEM 8H – TRUCKEE RIVER FLOOD MANAGEMENT PROJECT**

**Agenda Subject: “Acknowledge receipt of Truckee River Flood Management Project Status Report for June and July 2010--Truckee River Flood Management Project. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 8H be acknowledged.

**10-791            AGENDA ITEM 8I – WATER RESOURCES**

**Agenda Subject: “Authorize Department of Water Resources to advertise and solicit bid proposals for the Spanish Springs – Desert Springs Water Quality Blending - Phase 2 Project--Water Resources. (Commission District 4.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 8I be authorized.

**10-792            AGENDA ITEM 8J(1) – ASSESSOR**

**Agenda Subject: “Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2007/2008, 2008/2009, 2009/2010, secured and unsecured tax rolls; and if approved, authorize Chairman to execute Order and direct the Washoe County Treasurer to correct the errors [cumulative amount of increase \$12,104.96] (Parcels are in various districts as outlined.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, it was ordered that Agenda Item 8J(1) be approved, authorized, executed, and directed.

**10-793            AGENDA ITEM 8J(2) – ASSESSOR**

**Agenda Subject: “Approve request to bid the mandatory printing of the 2011/2012 Annual Tax Assessment List pursuant to NRS 361.300. (All Commission Districts.)”**

Commissioner Weber asked how much it cost to do the mandatory printing of the Annual Tax Assessment List. Josh Wilson, Assessor, advised last year the cost was approximately \$55,000. He said AB 307, which would have revised the provisions governing the publication of certain information relating to property taxes, was vetoed by the Governor. He noted such a bill would benefit the Assessor’s Office regarding the annual publication of the Tax Assessment List and the Treasurer’s Office with the annual publication of the Delinquent Tax Roll. He said this was not an attempt to not inform the citizens, but the newspapers were an antiquated means of providing the information. He stated the Tax Assessment Roll would still be available at certain public offices throughout the County, as well as being available 24/7 on the County’s web site. He believed there would also be a link on the Nevada Department of Taxation’s web site, which would link the Assessment Rolls for the entire State.

Commissioner Weber stated in 2009 the Nevada Association of Counties (NACO) also worked on this bill because it was believed the money would be best left in the counties. She agreed the paper version was no longer necessary, because the public could access the information via the libraries or the Internet.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 8J(2) be approved.

**10-794            AGENDA ITEM 8K(1) – DISTRICT HEALTH**

**Agenda Subject: “Approve expenditures [budgeted amount \$900, not including the 10% categorical funding adjustment allowed by the grantor] for food purchases and incentives/enablers for the Family Planning Grant (IN 10025). (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 8K(1) be approved.

**10-795            AGENDA ITEM 8K(2) – DISTRICT HEALTH**

**Agenda Subject: “Ratify Interlocal Agreement between the Washoe County Health District and Washoe County through its Department of Juvenile Services to provide consultative and clinical services for the period upon ratification through June 30, 2011; and if ratified, authorize Chairman to execute the Interlocal Agreement. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 8K(2) be ratified, authorized, and executed. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**10-796            AGENDA ITEM 8K(3) – DISTRICT HEALTH**

**Agenda Subject: “Approve budget amendments [totaling an increase of \$74,353 in both revenue and expenses] to the adopted Fiscal Year 2011 Women, Infants and Children Clinic Grant Program (IO 10031) budget; and if approved, direct Finance to make appropriate budget adjustments. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 8K(3) be approved and directed.

**10-797            AGENDA ITEM 8L(1) – MANAGER**

**Agenda Subject: “Accept 2011 State Emergency Response Commission, United We Stand Grant [\$30,000 - no County match required]; and if accepted, authorize Chairman to execute a Resolution to subgrant funds to other governments and nonprofits which make up the Local Emergency Planning Committee (LEPC), authorize the County Manager, or her designee, to sign Contracts and/or Memorandums of Understanding with local LEPC members and direct Finance to make appropriate budget adjustments--Grants Coordinator/ Emergency Management. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 8L(1) be accepted, authorized, executed, and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**10-798            AGENDA ITEM 8L(2) – MANAGER**

**Agenda Subject: “Approve a Resolution to dispose of assets by donation to Sierra Fire Protection District from the Washoe County Fire Suppression Program (one surplus used 1991 Ford fire water tender, VIN 1FDPK84PXMVA15527 in “as is” condition - estimated salvage value less than \$3,000); and if approved, authorize Chairman to execute Resolution for same--Fire Services Coordinator/Management Services. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 8L(2) be approved, authorized, and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**10-799            AGENDA ITEM 8M(1) – PUBLIC WORKS**

**Agenda Subject: “Adopt and execute Nevada Department of Transportation Resolution of Endorsement for the conceptual design of the I-80, Robb Drive to Vista Boulevard Design Build Project. (Commission Districts 1, 3 and 4.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 8L(1) be adopted and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**10-800            AGENDA ITEM 8M(2) – PUBLIC WORKS**

**Agenda Subject: “Appoint the Director of Public Works as Agent for Washoe County for the Incline Way Pedestrian Path Project. (Commission District 1.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 8M(2) be appointed.

**10-801            AGENDA ITEM 8M(3) – PUBLIC WORKS**

**Agenda Subject: “Appoint the Director of Public Works as Agent for Washoe County for the Cold Springs Valley Pedestrian Path Project. (Commission District 5.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 8M(3) be appointed.

**10-802            AGENDA ITEM 8M(4) – PUBLIC WORKS**

**Agenda Subject: “Authorize the Public Works Department to bid the Sun Valley Sidewalk and Bike Lanes Project [funding source - Transportation Equity Act with a 5% in-kind match]. (Commission District 5.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 8M(4) be authorized.

**10-803            AGENDA ITEM 8M(5) – PUBLIC WORKS**

**Agenda Subject: “Approve Interlocal Agreement between the County of Washoe and Sun Valley General Improvement District for the continued use and occupancy of the Sun Valley Community Center for the Senior Services Department, retroactive to May 1, 2010 through April 30, 2011; and if approved, authorize Chairman to execute Agreement. (Commission Districts 3 and 5.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 8M(5) be approved, authorized, and executed. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**10-804            AGENDA ITEM 8N(1) – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Authorize Department of Regional Parks and Open Space to request proposals for selection of a qualified consultant to prepare a Master Plan for Phillip and Annie Callahan Park, including the Galena Creek Schoolhouse; and if approved, authorize Purchasing and Contracts Manager to sign all necessary documents [not to exceed \$50,000 - funded from Park District 1C Residential Construction Tax] associated with the selected consultant. (Commission District 2.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 8N(1) be approved, authorized, and executed.

**10-805            AGENDA ITEM 8N(2) – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Authorize Public Works Department to bid American Recovery & Reinvestment Act 2009 Red Rock (Gooseberry) Fire Ecosystem Restoration Implementation Project. (Commission District 5.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 8N(2) be authorized.

**10-806            AGENDA ITEM 8N(3) – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Authorize Public Works Department to bid American Recovery & Reinvestment Act 2009 Martis Fire Ecosystem Restoration Implementation Project. (Commission District 5.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 8N(3) be authorized.

**10-807            AGENDA ITEM 8N(4) – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Authorize Public Works Department to bid American Recovery & Reinvestment Act 2009 Arrowcreek Fire Ecosystem Restoration Implementation Project. (Commission Districts 1 and 2.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 8N(4) be authorized.

**10-808            AGENDA ITEM 8N(5) – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Authorize Public Works Department to bid American Recovery & Reinvestment Act 2009 Belli Fire Ecosystem Restoration Implementation Project. (Commission Districts 1 and 5.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 8N(5) be authorized.

**11:08 a.m.** The Board convened as the Board of Fire Commissioners for the Sierra Fire Protection District (SFPD).

**1:10 p.m.** The Board adjourned as the SFPD Board of Fire Commissioners and convened as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District (TMFPD).

**1:35 p.m.** The Board adjourned as the TMFPD Board of Fire Commissioners and reconvened as the Board of County Commissioners.

**1:35 p.m.** The Board recessed.

**2:08 p.m.** The Board reconvened.

**2:10 p.m.** The Board recessed and reconvened in Closed Session for the purpose of an Attorney/Client meeting.

**3:31 p.m.** The Board reconvened in open session with Commissioner Weber absent.

**10-809 AGENDA ITEM 11 -- APPEARANCE**

**Agenda Subject: “Appearance: Lisa Haney, Assistant Sheriff and Debi Campbell, Operations Manager--Presentation of Washoe County Sheriff’s Office participation in the Immigration and Customs Enforcement (ICE) Secure Communities Program--Sheriff’s Office. (All Commission Districts). Requested by Commissioner Larkin.”**

Lisa Haney, Assistant Sheriff, acknowledged the work Debi Campbell, Operations Manager, had put into the Secure Communities Program PowerPoint presentation. A copy of the presentation was placed on file with the Clerk.

**3:33 p.m.** Commissioner Weber returned to the meeting.

Assistant Sheriff Haney said the Secure Communities Program was managed by Immigration and Customs Enforcement (ICE) in conjunction with the Department of Homeland Security and was implemented at the County’s Detention Facility in July, 2010. She reviewed the program’s purpose, goals, use of technology, removal prioritization, benefits, and where in the United States the program had been implemented. She said no statistics were available yet, because they were tracked by region. She advised the Sheriff’s Office was working with ICE to obtain a breakdown, so the information could be tracked locally. She stated the process had not changed and

there had been ICE agents in the Sheriff's Office's facility for years. She advised ICE's latest statistics indicated there were 3,281,000 submissions from October 2008 until July 2010. She stated there were 96,293 individuals arrested or booked into ICE custody and 50,972 deported. She clarified not every hit meant someone would be deported, because ICE based deportation on the individual's prioritized level of threat.

Commissioner Larkin gave kudos to the Washoe County Sheriff's Office for being the first county in Nevada to implement the Secure Communities Program. He noted the only change to the process was having the electronic fingerprinting tied into the State system and having the State forward the fingerprints to ICE. Assistant Sheriff Haney confirmed that was correct. Commissioner Larkin said he would like to review the local numbers when those became available. Assistant Sheriff Haney said it would be part of the Sheriff's Office's Strategic Plan once getting the information from ICE was worked out. She advised ICE paid for the inmates they detained, so their detention was at no cost to the County.

There was no action taken and no response to the call for public comment.

**10-810            AGENDA ITEM 22 – GOVERNMENT AFFAIRS**

**Agenda Subject: “Discussion and possible approval of Washoe County bill draft requests--Government Affairs. (All Commission Districts.)”**

John Slaughter, Management Services Director, advised the last day to submit bill draft requests (BDR's) was September 1, 2010 and Washoe County was allowed four BDR's. He said staff recommended Washoe County not sponsor Item 1, NRS 280/288 – Collective Bargaining and had no recommendation on Item 2, Health District Funding and Governance, and Item 3, Library System Governance. He said four other BDR's had a sponsor, as shown on page 2 of the Potential Bill Draft Requests Summary and two BDR's had recommendations that Washoe County not sponsor them. A copy of the Summary was placed on file with the Clerk.

Chairman Humke understood the recommendation was the County not sponsor any BDR's. Mr. Slaughter replied that was the recommendation. He said it would be an extremely difficult session, and staff felt their focus should be on the issues the Legislators would be presenting to the County.

Chairman Humke noted the 2011 Legislative Session would have to deal with reapportionment and the huge tax and spending issues. Mr. Slaughter said another issue would be 60-plus percent of the legislators would be freshman, which he believed would compound the other issues.

In response to the call for public comment, Martha Gould said she was standing in for Judith Simon, Library Board of Trustees Chair, who had to leave because of another commitment. Ms. Gould said she and Ms. Simon believed not going forward with any County-sponsored BDR's was a wise and prudent idea. She stated there would

be a meeting in September of the Library Board of Trustees and the Board of County Commissioners to discuss why Chapter 379 was set up the way it was in the State of Nevada.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, it was ordered Agenda Item 22 be accepted.

**10-811            AGENDA ITEM 23 – GOVERNMENT AFFAIRS**

**Agenda Subject: “Update, discussion and possible direction to staff regarding federal legislative activities, including but not limited to, federal appropriations requests and other federal legislative issues deemed by the Chair or the Board to be of critical significance to Washoe County--Government Affairs. (All Commission Districts.)”**

John Slaughter, Management Services Director, said the status, as shown in the Washoe County Federal Issues report, was updated two weeks ago for each of the appropriation requests made by the County. He noted Item 5, Huffaker Hills Reservoir Lining and Storage Enhancement Project, was not moving forward; and Item 8, Shooting Range Ricochet Baffle System did not appear to be moving forward. A copy of the Report was placed on file with the Clerk.

Mr. Slaughter stated the other appropriation requests were moving forward, but were not included in either the Senate or the House version of the bill. He said the expectation was they would be included at some point.

There was no response to the call for public comment.

On Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 23 be accepted.

**BLOCK VOTE – AGENDA ITEMS 12, 13, 14, 15, 16, 17, 18, AND 19**

Commissioner Larkin asked the Manager how many jobs were created by Agenda Items 12 and 13. Katy Simon, County Manager, replied the total number of jobs created by the American Recovery and Reinvestment Act bid being awarded in today’s agenda was a minimum 97 jobs.

Regarding the wage and other concessions in Agenda Items 16, 17, 18, and 19, Ms. Simon extended her gratitude to the employees for recognizing the situation the County was in and for making sure the County was fiscally viable for this year. Commissioner Jung echoed the County Manager’s thanks to the employees for making these sacrifices. Ms. Simon also thanked the leadership of the employee associations for doing the job they did during these tough times.

**10-812            AGENDA ITEM 12 – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Recommendation to award bid for Hawken Fire Ecosystem Restoration Implementation Project funded by the American Recovery & Reinvestment Act 2009 to the lowest responsive and responsible bidder Kelly Erosion Control [\$430,375]; and if awarded, authorize the Chairman to execute the Agreement for same--Regional Parks and Open Space. (Commission District 1.)”**

Katy Simon, County Manager, indicated a minimum of 22 jobs would be created by the Hawken Fire Ecosystem Restoration Implementation Project.

There was no response to the call for public comment.

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

**10-813            AGENDA ITEM 13 – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Recommendation to award bid for Peavine Fire Ecosystem Restoration Implementation Project funded by the American Recovery & Reinvestment Act 2009 to the lowest responsive and responsible bidder Kelly Erosion Control [\$367,375]; and if awarded, authorize the Chairman to execute the Agreement for same--Regional Parks and Open Space. (Commission Districts 1 and 5.)”**

Katy Simon, County Manager, indicated a minimum of 18 jobs would be created by the Peavine Fire Ecosystem Restoration Implementation Project.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 13 be awarded, authorized, and executed.

**10-814            AGENDA ITEM 14 – MANAGER**

**Agenda Subject: “Recommendation to approve the process to be used for the recruitment and selection of the Pro Tem Justice of the Peace panel for the Justice Courts pursuant to NRS 4.032; and, approve same to serve as a list of potential Administrative Enforcement Code hearing officers pursuant to Washoe County Code Section 125.225--Manager. (All Commission Districts.)”**

Chairman Humke stated he had a request from a citizen to only serve as an Administrative Enforcement Code hearing officer. John Berkich, Assistant County

Manager, advised a separate notation would be added to the list noting if an individual only wanted to serve as an Administrative Enforcement Code hearing officer.

There was no response to the call for public comment.

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

**10-815            AGENDA ITEM 15 – TRUCKEE RIVER FLOOD MANAGEMENT PROJECT**

**Agenda Subject: “Discussion and possible approval of four separate Agreements for Professional Services between the County of Washoe and Stantec Consulting Services, Inc., Wood Rodgers Inc., Summit Engineering Corporation and Tobey-Wade Consulting, for “On-call” services related to the Home Elevation Financial Assistance Program; and if approved authorize the Chairman to execute Agreements [total of all combined Agreements may not exceed \$300,000 - payable from Truckee River Flood Project Operating Fund Account 211 - 1/8% sales tax for Truckee River Flood Management Infrastructure]--Truckee River Flood Management Project. (Commission District 2.)”**

Commissioner Weber disclosed her husband was no longer employed by Stantec Consulting Services, Inc.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 15 be approved, authorized, and executed.

**10-816            AGENDA ITEM 16 – HUMAN RESOURCES**

**Agenda Subject: “Recommendation to approve wage reduction of 3.34% per pay period sufficient to reduce labor costs by an estimated \$3,030 for Fiscal Year 2010/11 beginning July 19, 2010 through June 19, 2011 for the County Surveyor/Land Developer [total savings from the reduction is estimated at \$3,030].-- Human Resources. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 16 be approved.

**10-817            AGENDA ITEM 17 – HUMAN RESOURCES/LABOR RELATIONS**

**Agenda Subject:** “Recommendation to approve a labor cost reduction for the Chief Investigator (District Attorney) effective August 16, 2010 until the last full pay period of June 2011 as a health benefit cost share equal to \$174.70 per pay period yielding \$4,018 in savings--Human Resources/Labor Relations. (All Commission Districts.)”

There was no response to the call for public comment.

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

**10-818            AGENDA ITEM 18 – HUMAN RESOURCES/LABOR RELATIONS**

**Agenda Subject:** “Recommendation to approve the Collective Bargaining Agreements with the Washoe County Sheriff’s Deputies Association and Washoe County Supervising Sheriff’s Deputies Association for the period July 1, 2010 through June 30, 2011, providing labor cost reductions effective from August 16, 2010 (the labor cost reductions for the Sheriff’s Deputies Association will include suspension of uniform and safety allowances for the remainder of Fiscal Year 2010/11 and for the first quarter of Fiscal Year 2011/12 and suspension of step increases through June 30, 2011 in an amount sufficient to reduce labor costs by an estimated \$1,057,170; and, for the Supervising Sheriff’s Deputies Association will include suspension of uniform and safety allowances for the remainder of Fiscal Year 2010/11 and an employee health care cost share equal to \$3,400 per employee to be made in two payments equal to \$1,700 the first pay period of December 2010 and \$1,700 the first pay period of June 2011, in an amount sufficient to reduce labor costs by an estimated \$300,878 for the fiscal year); and if approved, authorize Chairman to execute the modified Collective Bargaining Agreement upon receipt--Human Resources/Labor Relations. (All Commission Districts.)”

Katy Simon, County Manager, reiterated Agenda Item 18 was being amended to take out Washoe County Supervising Sheriff’s Deputies Association Collective Bargaining Agreement because those negotiations were ongoing.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 18 be approved, with the removal of Washoe County Supervising Sheriff’s Deputies Association Collective Bargaining Agreement, authorized, and executed.

**Agenda Subject:** “Recommendation to approve the Collective Bargaining Agreement with the Washoe County District Attorney Investigators Association for the Non-Supervisory and Supervisory bargaining units for Fiscal Year July 1, 2010 through June 30, 2011, providing labor cost reductions effective beginning August 16, 2010 until the last full pay period of June 2011 (the labor cost reductions will include health benefit cost share equal to \$139.41 per pay period for the Non-Supervisory unit and \$169.48 per pay period for the Supervisory unit in an amount sufficient to reduce labor costs by an estimated \$28,857 for Non-Supervisory Employees and an estimated \$7,796 for Supervisory employees for the fiscal year – the total savings from the labor cost reductions is estimated at \$36,653); and if approved, authorize Chairman to execute the modified Collective Bargaining Agreement upon receipt--Human Resources/Labor Relations. (All Commission Districts.)”

There was no response to the call for public comment.

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

**Agenda Subject:** “Discussion and direction to staff regarding: 1) the setting of a public hearing for September 14, 2010 indicating the intent of Washoe County to issue \$59,640,000 of Recovery Zone Facility Bonds; or, 2) to withdraw the allocation of \$59,640,000 of the County’s Recovery Zone Facility Bonds and solicit new applicants; and, 3) the preparation of a resolution to transfer \$59,640,000 of the County’s Recovery Zone Facility Bonds to the City of Reno for the IMG project--Manager. (All Commission Districts.)”

Katy Simon, County Manager, said the City of Reno was supportive of the project, but was not able to issue the bonds at this time.

John Sherman, Finance Director, stated the latest development in the issuance of Recovery Zone Facility Bonds was the City of Reno’s staff wanted to transfer \$13 million of authorization to issue bonds to the County, rather than the County making the transfer to the City of Reno. He said the transfer was on the Reno City Council’s agenda for tomorrow. He said having both the County and the City doing these unrated bonds would be duplicating processes, because the City and the County had jointly allocated authorization to one company. He stated staff believed it would make sense to put it under one umbrella to avoid duplicating processes.

Mr. Sherman explained issuing unrated bonds required holding a public hearing to make the findings, going to the State Board of Finance to approve the issuance

of the unrated bonds, and, if they were approved, come back to the local government to approve the bonding documents. He advised the alternative would be to go out and find someone else who could do this on a rated basis or had a letter of credit. He said the time available to do that was very short, and staff had not heard from anybody who had the capacity and a lender to pull off this deal.

Mr. Sherman stated the amount of the issuance should be changed to approximately \$73 million if the Board agreed to take the allocation from the City of Reno.

Commissioner Jung asked if Congress was extending the Recovery Zone Facility Bonds. John Berkich, Assistant County Manager, replied the Board directed staff to develop a letter, which Chairman Humke and the Mayors would sign in the next few days. He advised there was nothing pending in Congress, but the area's Congressional Representatives were expecting the letter. Katy Simon, County Manager, said Marcus Faust, the County's lobbyist, had asked to be supplied with the letter and he would work it for the County. Commissioner Jung said she had heard it would be enjoined with potentially extending the housing tax credits. Mr. Berkich said he did not have anything more than what he had already stated. He indicated the letter would be submitted and, to the extent it could be attached to something else, he was sure that would be explored.

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that the public hearing be set for September 14, indicating the County's intent to issue 2010 intent to \$59,640,00 in Recovery Zone Facility Bonds and adding the \$13 million of City of Reno would like the County to enjoiner with the County's amount.

**10-821            AGENDA ITEM 21 – MANAGER**

**Agenda Subject: “Recommendation to approve submission of a joint report to the Director of the Legislative Counsel Bureau concerning the consolidation or reorganization of Public Safety, Public Works and General Government for the City of Reno and Washoe County, Nevada in response to Assembly Bill 494--Manager.”**

Katy Simon, County Manager, thanked Dave Childs, Assistant County Manager, Kevin Knutson, City of Reno Office of Management and Budget Director, and Jaime Schroeder, City of Reno Senior Management Analyst, for submitting this report in time to meet the Legislative Council Bureau's (LCB's) September 1, 2010 deadline.

Mr. Childs stated the cooperation between the staff of Washoe County and the City of Reno was extraordinary, and he thanked the Shared Services Committee for its work. He said the draft report looked at Public Works, Public Safety, and general government in response to Assembly Bill (AB) 494. He stated the City of Sparks chose to submit a separate report. He believed having the shared services process in place prior to

the passage of AB 494 was an advantage, because one of the questions was about such a process being implemented. He advised the report showed the Legislature a number of possibilities were being considered, such as the merger of Water Resources and the Truckee Meadows Water Authority (TMWA) and a study looking at Human Resources, Information Technology, and Purchasing. He said the first phase of the study would be completed by the end of September and would be brought to the Shared Services Committee in October.

Mr. Childs noted the Shared Services Committee created a subcommittee to look at the results of the study to determine what should be looked at first, and they chose building inspection and permitting. He noted the subcommittee had some private citizens on it that were extremely knowledgeable about that process. He said the subcommittee had met and hoped to bring some conclusions back to the Shared Services Committee and to the elected entities within four to six months. He stated the work would begin on business licensing once that work was completed. He advised the City of Sparks was participating in the building inspection process.

Mr. Childs said the Legislature was looking at what local governments had done and what they could do. He stated the report showed there was a legacy and history of shared services and there were successful models locally, such as Animal Services, Dispatch, and the Public Safety Regional Training Facility. He indicated he felt good about sending the report to the Legislature, and he reiterated he felt good about the partnership with the City of Reno. He noted the City of Reno would be looking at the report tomorrow.

Commissioner Jung stated she and Commissioner Breternitz served on the Shared Services Committee and had seen the report. She said it was interesting to read what had already been done and the report was robust. She stated Mr. Childs had done a great job in putting this together. Mr. Childs thanked Commissioner Jung for her comments, but said stuff got done because he had a great team.

Commissioner Larkin thanked the Board's representatives to the Shared Services Committee and Mr. Childs. He stated in reviewing the report, the deliberative process put together for evaluating shared services in this region was critical, and he was not sure Clark County would ever get to that state. He believed the ballot question would work to the County's advantage, because the County was asking its citizens how they felt towards shared services. He noted the report also highlighted that State law inhibited or complicated efforts aimed at sharing services or consolidation and where State Legislation had increased costs to local governments without providing the matching revenues.

Commissioner Breternitz gave kudos to the City of Reno and Mr. Childs for producing an exceptional document with easy to understand language.

Chairman Humke said the report was very nice work, and he thanked everyone for their work.

There was no response to the call for public comment.

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

**10-822            AGENDA ITEM 24 – REPORT/UPDATES**

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

Commissioner Weber stated she would be attending the Reno-Sparks Convention and Visitors Authority (RSCVA) meeting on Thursday.

Commissioner Breternitz stated there was an informative discussion last night at the Incline Village/Crystal Bay Citizen Advisory Board (CAB) meeting regarding WC 2. He advised he would be attending the Tahoe Regional Planning Agency (TRPA) Governing Board meeting for the next two days.

Commissioner Larkin said he and Chairman Humke attended the Regional Transportation Commission’s (RTC’s) semi-annual retreat last Friday where the various road projects and their associated costs were identified. He advised the State’s Senate Majority Leader had publically announced all capital accounts would be fair game during the next Legislative Session. He said this community passed RTC 5, which became SB 201. He advised if SB 201 was fully funded, there would be roughly \$180 million available. He stated he had requested RTC staff bring forward the bonding requirements, so that money could be bonded and spent. He said some hard decisions would have to be made in the next six months or there would be a risk of losing the money. He stated the same would be true for the Flood Control Project.

Commissioner Larkin noted there was an expanded version of the Southeast Connector and a much accelerated program, which would save approximately \$150 million if the road was built over the next five years. He advised RTC staff would be bringing that back. He said the Moana Lane extension was experiencing escalating costs regarding the acquisition of the rights-of-way. He stated if the Commissioners had specific concerns about any of the roads that were already part of the Regional Transportation Plan (RTP), he requested those concerns be forwarded to Chairman Humke or himself so an attempt could be made to protect those roads as things moved forward.

Commissioner Larkin announced there would be a ribbon-cutting to celebrate the widening of Vista Boulevard on August 31, 2010 at 11:00 a.m.

Commissioner Breternitz requested scheduling a discussion on the possibilities and alternatives regarding the State Legislature taking resources from the County. Chairman Humke felt that was a timely request. He felt the State taking resources from the County was wrong and the County needed to defend itself and its taxpayers. Katy Simon, County Manager, replied there was some information from the County's Bond Counsel that she was preparing to bring to the Board.

**10-823            AGENDA ITEM 25**

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

There was no closed session.

\*   \*   \*   \*   \*   \*   \*   \*   \*   \*

**4:36 p.m.**    There being no further business to come before the Board, the meeting was ordered adjourned.

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

**ATTEST:**

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

*Minutes Prepared by Jan Frazzetta,  
Deputy County Clerk*



*Res # 7510*

**JOINT RESOLUTION OF  
THE RENO CITY COUNCIL,  
THE SPARKS CITY COUNCIL, AND  
THE WASHOE COUNTY COMMISSION**

**PLEDGING COMMITMENT TO CONTINUE TO SUPPORT  
EFFORTS OF THE ILLEGAL DUMPING TASK FORCE**

WHEREAS, the Illegal Dumping Task Force was formed in October of 2006 as a collaborative effort among local public and private agencies, and under the auspices of Keep Truckee Meadows Beautiful, to address the myriad of issues and problems associated with illegal dumping on private and public properties within Washoe County; and

WHEREAS, the goals of the Illegal Dumping Task Force are to inform the public of the problems associated with illegal dumping, to provide information on alternatives to illegal dumping, and to assist and improve upon efforts to reduce and eventually eliminate illegal dumping; and

WHEREAS, the Illegal Dumping Task Force has experienced a multitude of notable successes since its inception in 2006, to include

- (1) Guiding passage of new State regulations in 2009 to enable the Washoe County Health District to enact broader illegal dumping laws and to retain civil penalties resulting from illegal dumping convictions within Washoe County to help initiatives to educate and eradicate illegal dumping,
- (2) Establishing a 329-DUMP Hotline to report illegal dump sites,
- (3) Implementing an aggressive public education and awareness campaign encouraging citizen to dispose of waste properly and to report both illegal dumping activities and sites;
- (4) Coordinating activities by the Washoe County Sheriff's Office work crews and through volunteer clean-up efforts to remove over 590 tons of trash, 31 vehicles, and hundreds of tires from illegal dump sites throughout Washoe County; and

WHEREAS, the attached letters of support from Assemblyman David Bobzien, Assemblywoman Debbie Smith, and the Washoe County Sheriff's Office encourage all three jurisdictions to continue our on-going support to the Illegal Dumping Task Force; NOW, THEREFORE, be it

*10-785*

RESOLVED, BY THE CITY COUNCIL OF THE CITY OF RENO, THE CITY COUNCIL OF THE CITY OF SPARKS, and the BOARD OF COMMISSIONERS OF WASHOE COUNTY, NEVADA, that all three governments pledge to continue their support of and for the Illegal Dumping Task Force within the means and resources available to each jurisdiction as determined solely by each respective entity's governing body. Further, such support may include within the resourcing abilities of each jurisdiction:

- (1) Efforts by code compliance agencies and prosecuting attorneys within each jurisdiction to prosecute, to the extent authorized by State Law and local regulations, illegal dumping activities on private and public lands.
- (2) Use of jurisdiction staff and equipment to assist in the cleaning of illegal dump sites and the proper disposal of waste material.
- (3) Commitment of public information staff within each jurisdiction to work with the Illegal Dumping Task Force to develop and implement an on-going public awareness and education campaign.

Sept. 2, 2010  
Date

RENO CITY COUNCIL

ATTEST:

[Signature]  
Reno City Clerk



[Signature]  
Robert Cashell, Mayor

August 23, 2010  
Date

SPARKS CITY COUNCIL

ATTEST:

[Signature]  
Sparks City Clerk

[Signature]  
Geno Martini, Mayor

Aug. 24, 2010  
Date

WASHOE COUNTY COMMISSION

ATTEST:

[Signature]  
Deputy Clerk  
for Washoe County Clerk, Amy Harvey

[Signature]  
David Humke, Chairman

10-185

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**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 (DCFS)  
4126 Technology Way, 3<sup>rd</sup> Floor  
Carson City, NV. 89706  
(775) 684-4400 Fax: (775) 684-4455

And

Sierra Regional Center (SRC)  
605 South 21<sup>st</sup> Street  
Sparks, Nevada 89431-5599

And

Washoe County Department of Juvenile Services (WCDJS)  
650 Ferrari-McLeod Boulevard  
Reno, Nevada 89512

And

Washoe County School District (WCSD)  
380 Edison Way  
Reno, Nevada 89502

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

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

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.

3. CONTRACT TERM. This Contract shall be effective upon approval to until further notice, unless sooner terminated by either party as set forth in this Contract.

4. TERMINATION. This Contract may be terminated by any 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 all parties. This Contract may be terminated by mutual consent of all parties or unilaterally by any party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal 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 all parties at the addresses 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 AA: SCOPE OF WORK

7. CONSIDERATION. DCFS, SRC, WCDJS and WCSO all agree to provide the services set forth in paragraph (6) at no cost to any participating agency.

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

9. INSPECTION & AUDIT.

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

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

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

10. BREACH; REMEDIES. Failure of any 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 all 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. No 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. No 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 any 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. No party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

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

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

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

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

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

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

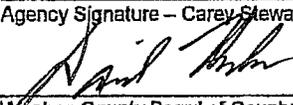
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Sierra Regional Center  
Agency

Agency Signature -- Jane Gruner \_\_\_\_\_ Date \_\_\_\_\_ Title CPM III, Director

Washoe County Department of Juvenile Services  
Agency

Agency Signature -- Carey Stewart \_\_\_\_\_ Date \_\_\_\_\_ Title Director

 \_\_\_\_\_ Date 8/24/10 Title Chairman  
Washoe County Board of County Commissioners-David Humke Date \_\_\_\_\_ Title

Washoe County School District  
Agency

Agency Signature -- Scott G. Reynolds \_\_\_\_\_ Date \_\_\_\_\_ Title Chief Student Support Services Officer

Signature-Diane Comeaux \_\_\_\_\_ Date \_\_\_\_\_ Title Administrator-Division of Child and Family Services

Signature-Michael Willden \_\_\_\_\_ Date \_\_\_\_\_ Title Director-Department of Health and Human Services

Approved as to form by:

\_\_\_\_\_  
Deputy Attorney General for Attorney General, State of Nevada

On \_\_\_\_\_ (Date)

RD

RESOLUTION      Increase Change Fund from \$330 to \$500 for Senior Services

WHEREAS, The Board of County Commissioners of Washoe County, pursuant to NRS 354.609, has the authority to create and fund change and petty cash fund accounts; and

WHEREAS, Senior Services has requested an increase in their change fund from \$330.00 to \$500.00 to assist in the administration of that office; now, therefore, be it

RESOLVED, BY THE BOARD OF COMMISSIONERS OF WASHOE COUNTY, NEVADA as follows:

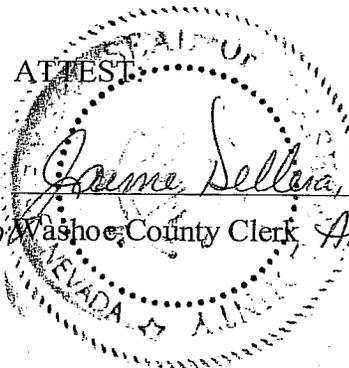
1. That, pursuant to the provisions of NRS 354.609, the County Treasurer and the County Comptroller are hereby authorized and directed to take all necessary steps to establish and account for a \$170.00 increase in the change fund (for a total of \$500) for Senior Services.
2. That the above additional \$170.00 will be transferred from the Washoe County Treasurer's Commercial Bank Account.
3. That said change fund be used exclusively for transactions related to the Senior Services Center.
4. That the Department Head shall henceforth be held accountable for the change fund authorized by this resolution.
5. That the County Clerk is directed to distribute copies of this Resolution to the Washoe County Treasurer, Comptroller, Internal Auditor, Senior Services and the Nevada Department of Taxation.

ADOPTED this 24<sup>th</sup> day of August, 2010.

WASHOE COUNTY COMMISSION

By: *Paul Ash*  
Chairman

ATTEST:  
*Carma Seltner, Deputy Clerk*  
*Joni Washoe, County Clerk, Amy Hawley*



10-789

## INTERLOCAL AGREEMENT

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

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

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

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

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

The District agrees to:

1. Provide, at no charge to the County, PPD solution for tuberculosis testing, and STD/TB treatment medications to be utilized per medical protocol.
2. Provide diagnostic services per medical protocol or consultant physician order when indicated to screen for tuberculosis (Chest X-Rays, CT, or IGRA) for uninsured detainees.
3. Provide the services of the District's contract pharmacist to prepare medications for APN to administer and dispense per APN protocol signed by collaborating physician.
4. Make available minor acute care medications, at the District's cost, which would include pharmacy time and materials.
5. Pay for chlamydia, gonorrhea, HIV and syphilis screening as itemized on the State Lab invoice.
6. Sterilize the County's medical equipment on an as-needed basis.
7. Provide training or Technical Assistance for topics related to this agreement as indicated, and as the District is able.
8. Contract Pharmacist and Laboratory Consultant will submit monthly invoice(s) to the County itemizing the costs of minor acute care medications, laboratory consultant time and pharmacy time and materials.

10-795

The County agrees to:

1. Screen Wittenberg detainees for tuberculosis, chlamydia, gonorrhea, HIV and syphilis and forward applicable tests to the Nevada State Lab.
2. Forward Lab and diagnostic logs to the District to facilitate payment verification by the 15<sup>th</sup> of every following month.
3. Complete and forward Sexually Transmitted Infection Survey forms (STIS) for every patient screened for chlamydia/gonorrhea.
4. Complete HIV/STD Outreach Testing Form for every HIV test provided.
5. Forward updated/revised APN protocol to the District annually upon ratifications of this contract.
6. Pay for minor acute care medications, laboratory consultant time and pharmacy costs and materials.
7. Pick-up medications from the District within mutually agreed time frame.
8. Consent to APN's participation on the District's Family Planning Advisory Board.

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

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

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

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

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

COUNTY: Elizabeth Flores and/or Frank Cervantes  
Washoe County Department of Juvenile Services  
P.O. Box 11130  
Reno, Nevada 89520

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

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

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

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

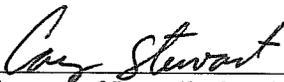
This Interlocal Agreement will take effect upon ratification by the governing parties and shall remain in effect until June 30, 2011.

DISTRICT BOARD OF HEALTH

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

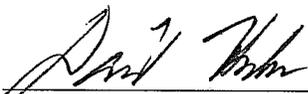
Date: 7/22/10

WASHOE COUNTY DEPARTMENT OF JUVENILE SERVICES

By:   
Director of Juvenile Services

Date: 8/6/10

WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS

By:   
Chairman

Date: 8-24-10

10-745

8K(2)

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

I. Definitions

Catch-all definition:

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

(a) Business Associate. "Business Associate" shall mean The Washoe County Health District.

(b) Covered Entity. "Covered Entity" shall mean The Washoe County Department of Juvenile Services Wittenberg Hall Juvenile detention Facility.

(c) Individual. "Individual" shall have the same meaning as the term "individual" in CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(d) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(e) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.501.

(g) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

II. Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose protected Health Information other than as permitted or required by the Agreement or as required by law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Agreement.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of the Agreement.

10-795

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

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

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

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

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

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

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

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

Refer to underlying services agreement:

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

10-795

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

#### IV. Specific Use and Disclosure Provisions

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

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

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

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

#### V. Obligations of Covered Entity

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

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

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

10-795

## VI. Permissible Requests by Covered Entity

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

## VII. Termination

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

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

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

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

### (b) Effect of Termination

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

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

10-795

VIII. Miscellaneous

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

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

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

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

10-795

## RESOLUTION

WHEREAS, Washoe County is a member of the Local Emergency Planning Committee and is a subgrantee of State Emergency Response Commission (SERC) consisting of the State Emergency Response Commission (SERC), United We Stand (UWS) Grant Program award in the amount of \$30,000.00, and

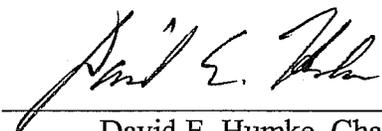
WHEREAS, For the grant listed above, Washoe County is either the recipient of grant funds for individual items for use of Washoe County, or is fiscal agent for other government entities or nonprofit organization that are also members of LEPC; and

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

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

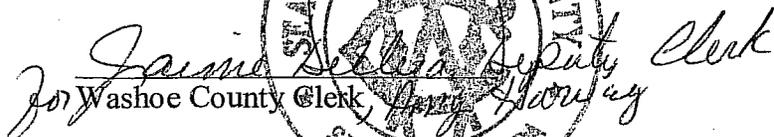
RESOLVED, That the Washoe County Board of Commissioners hereby grants to the government entities (other than Washoe County agencies for which the Board has accepted funds from the awards) and nonprofit organizations as listed on the attached grant award administrative grid, as a pass through of the amounts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

ADOPTED this 24th day of August, 2010.

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

ATTEST:



  
Jaime S. [unclear] Clerk  
for Washoe County Clerk, [unclear]

10-147

82(1)

**RESOLUTION**

**A RESOLUTION TO DISPOSE OF ASSETS BY DONATION TO  
SIERRA FIRE PROTECTION DISTRICT FROM THE  
WASHOE COUNTY FIRE SUPPRESSION PROGRAM**

**WHEREAS,** The Washoe County Fire Suppression Program has determined that one piece of fire apparatus are no longer needed as part of its service delivery program and:

**WHEREAS,** The Washoe County Fire Suppression program is proposing to dispose of certain used equipment, which is surplus to its needs, described as:  
One 1991 Ford Water Tender VIN 1FDPK84PXMVA15527 and:

**WHEREAS,** The Sierra Fire Protection District is in need of this piece of fire apparatus and:

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHOE IN THE STATE OF NEVADA,** that we support the needs of The Sierra Fire Protection District and declare:

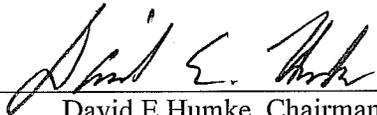
Section 1. NRS 332.185, Section 1., empowers the Board of County Commissioners to dispose of personal property of the County provided it is determined that the property is no longer required for public use and is determined to have reached the end of its useful life.

Section 2. The above-mentioned surplus used Washoe County asset will be donated in "as is" condition. All costs for registration, title transfer and smog fees will be the responsibility of the Sierra Fire Protection District.

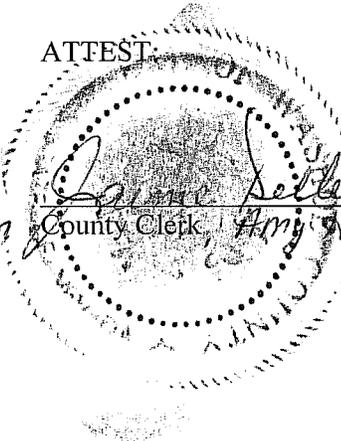
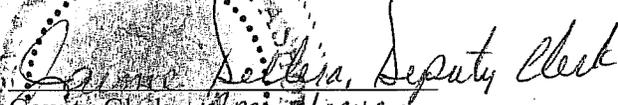
Section 3. This Resolution shall be effective upon passage and approval by the Board of County Commissioners.

Section 4. The County clerk is hereby directed to distribute copies of this Resolution to the Comptroller's Office, Finance, Purchasing and Equipment Services.

ADOPTED this 24 day of Aug, 2010.

  
\_\_\_\_\_  
David E Humke, Chairman  
Washoe County Commission

ATTEST:

  
  
\_\_\_\_\_  
Laraine Setters, Deputy Clerk  
County Clerk, Amy Hawley

10-748

82(2)

**RESOLUTION OF ENDORSEMENT  
I-80, ROBB DRIVE TO VISTA BOULEVARD DESIGN-BUILD PROJECT**

**WHEREAS**, The State of Nevada, acting through its Department of Transportation (“Department”), in cooperation with the Federal Highway Administration, the Regional Transportation Commission of Washoe County, Washoe County, the City of Reno, and the City of Sparks, have conducted the necessary studies to validate the need for the improvements on I-80 from Robb Drive to Vista Boulevard; and

**WHEREAS**, Nevada Revised Statute (NRS) 408.250 provides that the Department is authorized to do all things necessary to carry out the cooperation and programs contemplated by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), its amendments and supplements pertaining to the design, location, construction, and improvements of transportation facilities; and

**WHEREAS**, Pursuant to NRS 408.403, upon a resolution of the Board of Directors of the Department of Transportation (“Board”), the Department may lay out, establish, acquire, open, construct, reconstruct, improve, maintain, repair, regulate, vacate or abandon freeways with the approval of the Board of County Commissioners of the county in which a freeway is proposed and with the approval of the City Council of any incorporated city directly affected thereby; and

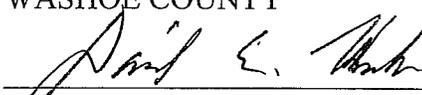
**WHEREAS**, The City of Sparks, the City of Reno, Washoe County, and the Regional Transportation Commission of Washoe County are actively participating in the project development and environmental review process of I-80 from Robb Drive to Vista Boulevard; and

**WHEREAS**, Based on the traffic studies, the design concepts associated with the I-80 Robb Drive to Vista Boulevard project will relieve traffic congestion, improve traffic safety and provide a benefit to the traveling public; and

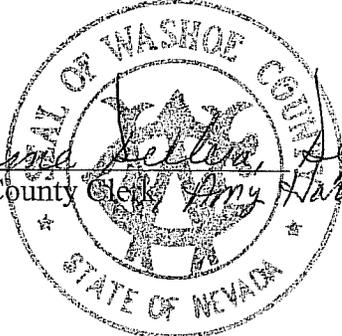
**RESOLVED**, That the Washoe Board of County Commissioners does hereby endorse the conceptual design for the I-80 Robb Drive to Vista Boulevard Project pursuant to said NRS408.403 herein;

Approved this 24 day of Aug, 2010.

ON BEHALF OF THE BOARD OF COMMISSIONERS  
WASHOE COUNTY

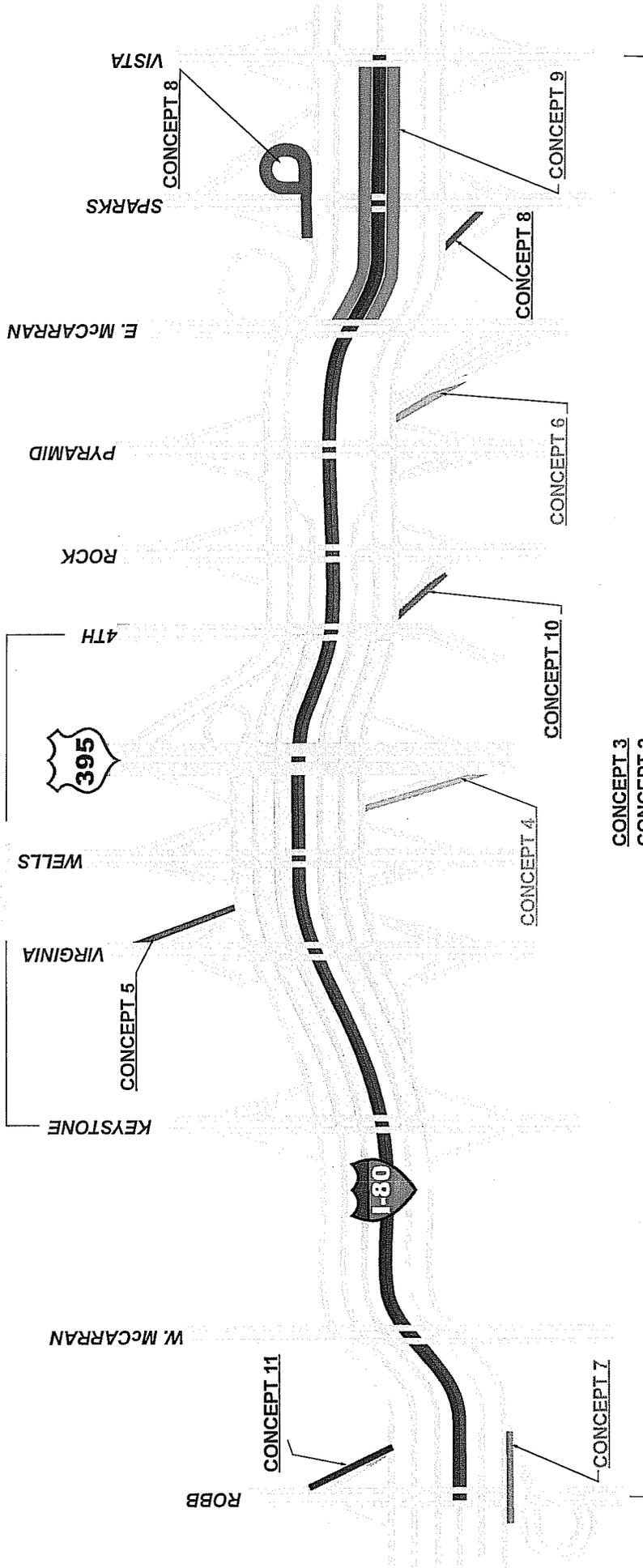
  
\_\_\_\_\_  
David E. Humke, Chairman  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

  
  
for Washoe County Clerk, Amy Hawley, Deputy Clerk

10-194

876(1)



- CONCEPT 11 - Pavement reconstruction from Keystone Avenue to 4th Street.
  - CONCEPT 2 - ITS Infrastructure (Phase 1 & 2) from Robb Drive to Vista Boulevard.
  - CONCEPT 3 - Signing and striping from Robb Drive to Vista Boulevard.
  - CONCEPT 4 - Re-stripe I-80 Eastbound to I-580 SB Ramp.
  - CONCEPT 5 - Widen Virginia Street WB off ramp (becomes two lane off-ramp).
  - CONCEPT 6 - Widen East McCarran Boulevard EB off ramp (no lane addition; storage increase at stop bar)
  - CONCEPT 7 - Storm drain system improvement at Robb Drive EB on-ramp to I-80.
  - CONCEPT 8 - Sparks Boulevard NB to I-80 WB loop ramp and EB-to-NB Re-stripe to Triple Lefts.
  - CONCEPT 9 - Auxiliary lanes in each direction from E. McCarran Boulevard to Vista Boulevard
  - CONCEPT 10 - Widen Rock Boulevard EB off-ramp
  - CONCEPT 11 - Widen Robb Drive WB off-ramp
- LANDSCAPING & AESTHETICS** - According to the NDOT Landscape and Aesthetics Master Plan

PRELIMINARY - FOR DISCUSSION PURPOSES ONLY



*hbl-01*

**INTERLOCAL AGREEMENT**  
**[Washoe County Senior Services]**

1. **PARTIES** This Interlocal Agreement ("Agreement" is entered into between Sun Valley General Improvement District ("District") and Washoe County hereafter ("Washoe").

2. **RECITALS**

- 2.1 The Parties are public agencies under NRS 277.100. Washoe County provides services, including recreational services, for senior citizens of Sun Valley.
- 2.2 District desires to provide recreational opportunities for the citizens of Sun Valley.
- 2.3 District has facilities that are available to programs that serve the community, including the elderly.
- 2.4 Washoe County desires to utilize District's facilities to provide services to seniors in the community.
- 2.5 NRS 277.050 provides the governing body of a public agency may sell, lease, use or exchange to another public agency real property without advertising for public bids.

3. **USE, POSSESSION AND COOPERATION**

- 3.1 The District agrees to collaborate with Washoe on a series of projects using District facilities that will increase cost effectiveness, better utilize community resources and coordinate implementation of best practices, including the transfer of senior activities and facility management of the Sun Valley Community Center from Washoe to District
- 3.2 The use of the Sun Valley Community Center for senior services shall be non-exclusive and shall recognize existing agreements with the Food Bank of Northern Nevada, Washoe County School District Family Resources Center, the Boys and Girls Club and Community Services Agency. The Sun Valley Community Center shall hereafter be referred to as "Building".
- 3.3 The Washoe County Sheriff's Office will maintain a substation in the building and be responsible for its own technology and equipment.
- 3.4 The Parties agree to collaborate in a pilot project where:
  - A. District will attempt to develop a volunteer group of citizens to provide services and activities in the Building, which services and activities will be guided by District policies and procedures;

- B. Washoe will provide support to the volunteer group through the distribution of informational materials and the sharing of resources, such as speakers, class instructors and the planning of special events.
  - C. The collaboration, and any activity that is undertaken pursuant to said collaboration, is agreed must be cost neutral to both Parties.
  - D. A report will be issued after implementation to hopefully indicate success of the project and address continuation of the project.
- 3.5 District will recognize partnerships Washoe establishes with non-profit and community groups that provide activities for seniors and will allow access to Building and surrounding Park facilities in accordance with District policies either for no charge or at a fee as determined by the District Board of Trustees. Washoe shall provide notice to the District of any proposed agreements or proposed changes to agreement with said non-profit and community groups seeking access to Building and/or surrounding park facilities, which proposed activity may be approved, conditionally approved or refused by District.

4. CONSIDERATION

Except as otherwise agreed in paragraph 8.2 herein, Washoe's use and occupancy of the Building is at no charge.

5. TERM AND RENEWAL

5.1 The term of this Agreement shall be for a twelve (12) month term, the initial term of this agreement to commence retroactively to May 1, 2010 (the "Commencement Date") and terminate on or before April 30, 2011, (the "Termination Date").

5.2 Upon termination of this Agreement or Washoe vacating the Building, Washoe shall within ten (10) days remove all personal property that is located in the Building and return all keys to the District.

5.3 As long as Washoe is in compliance with its duties and obligations under this Agreement, remains engaged primarily in the provision of recreational and other activities for senior citizens within the community and continues to use the Building for said purposes, Washoe shall have four (4) successive options to renew this Agreement for one (1) year each option, under the same term and conditions as set forth in this Agreement. Said options shall be exercised automatically unless either District or Washoe delivers to the other a written request to terminate the Agreement not less than thirty (30) days prior to the end of the current term. (The last such option shall not contain a renewal option.)

6. ALTERATIONS AND IMPROVEMENTS

6.1 Washoe agrees not to alter the Building without the prior written consent of the District. In the event that Washoe desires to alter the Building, Washoe shall prepare plans and specifications of any work it plans to perform upon or in the Building and submit the same to the District for its written approval prior to making such alterations or improvements.

6.2 The erection, construction, installation or making of any alterations or improvements shall be accomplished in a workmanlike manner and in compliance with all applicable federal, state, county and municipal laws and regulations. Washoe shall keep the Building free from any liens arising out of any and all work that it may perform, or materials furnished, or obligations incurred by Washoe. Washoe shall have thirty (30) days from the date of notice of any lien, as provided by the District, within which to remove said encumbrance without breaching the provisions of this Agreement.

6.3 The Parties agree that all of Washoe personal property, which can be removed without affecting the building, shall remain the property of Washoe. All personal property that is attached to the building shall remain with the District and the District shall be entitled to take possession of the same and remove it at District's sole cost.

7. MAINTENANCE, REPAIRS AND INSPECTIONS

7.1 The District shall perform periodic maintenance to the Building, its mechanical systems and common areas, in a reasonable and timely manner, and maintain the same in a safe and clean condition at the District's sole expense. Washoe agrees that all damage done to the Building by Washoe or its invitees or any person because of the Washoe occupation of the Building, shall be paid for by Washoe.

7.2 The District shall maintain at its sole expense, the roof, exterior wall and windows of said building.

7.3 The District shall provide keys to the Building and Washoe shall return all keys to the District. Upon termination of this agreement or in the event the keys have been issued to an individual and that individual terminates and fails to return the keys, Washoe/ shall be responsible for re-keying of the Building.

7.4 The common area is non-exclusive in use and all rules and regulations shall be determined by the District. It is understood that the alarm system shall be set and all doors locked by the last person vacating the building each day. In the event that District personnel are required to respond after hours to secure the building due to Washoe not complying with this section, all costs including overtime and alarm company fees shall be charged and paid by Washoe, within thirty (30) days of receipt.

8. UTILITIES, JANITORIAL SERVICE, WASTE DISPOSAL, TELEPHONE AND TAXES

8.1 The District shall provide, ensure and maintain utilities service to the Building. The District shall pay all costs associated with the provision of utility service to the Building. It is mutually understood and agreed that the District shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing of the utilities when such failure to furnish or delay in furnishing is occasioned by strikes, lockouts, labor controversies, accident or casualty, or any cause beyond the reasonable control of the District.

8.2 The District shall provide janitorial services and trash removal service to the Building in accordance with the District's current schedule for other facilities. Washoe agrees to pay Three Hundred (\$300) Dollars a month for said janitorial and trash removal service, said amount due on the 1<sup>st</sup> of each month during the term or to be paid annually for the year at the commencement of the term..

8.3 Washoe is responsible for the installation and payment of all telephone service, including fax and computer lines, specifically incident to its business.

8.4 The District shall pay any and all taxes and/or sewer assessment fees applicable to the Building.

9. INDEMNIFICATION

9.1 The Parties agree that any claim, demand, cost, or judgment made against a party hereto arising from any negligent act or negligent failure to act by any of that party's employees, agents, or servants in connection with the performance of obligations assumed pursuant to this Agreement, shall be the sole responsibility of the party against whom such claim, demand, cost or judgment is made.

9.2 The Parties further agree, to the extent allowed under Nevada law regulating limits upon liability of a political subdivision, to hold harmless, indemnify and defend the other from their respective losses, liabilities, or expenses of any nature incurred as a result of any claim, demand, action, or cause of action arising out of the negligent acts, errors or omissions on the part of their respective employees, agents, and servants.

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

10. INSURANCE

10.1 Each party hereto shall provide for their financial responsibilities regarding their respective liabilities hereunder through the purchase of insurance or the

provision of an adequate self-funded program pursuant to their respective laws. The District reserves the right to approve any retention and may request additional documentation, financial or otherwise for review, prior to the signing of this agreement. If privately purchased, Washoe will provide District with a copy of a declaration showing a minimum \$1,000,000 liability per occurrence, coverage prior to execution of this agreement. Equivalent coverage must be similarly shown if self-insured.

10.2 Washoe hereby expressly waives and releases any cause of action or right of recovery that Washoe may have hereafter against the District for any loss or damage to the Building, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by insurance.

10.3 If Washoe fails to maintain any of the insurance coverage required, the District reserves the right, after notice, to purchase such insurance to cover any damages which said District may be liable to pay through any of the operations under this Agreement and the amount of any such premium shall be the responsibility of Washoe.

## 11. HAZARDOUS SUBSTANCES

11.1 Washoe shall not cause or permit any hazardous substances to be used, released, stored, manufactured or disposed in or upon the Building except in the minimum quantities as are customary and usual in connection with Washoe's permitted use.

11.2 If hazardous substances have been used, released, stored, manufactured or disposed in or upon the Building, or if the Building becomes contaminated in any manner for which Washoe is legally liable, Washoe shall indemnify, defend and hold the District harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation, and restoration mandated by federal, state and local governments, together with District's attorney fees.

11.3 "Hazardous Substances" mean all toxic, ignitable, reactive and corrosive Substances regulated by federal, state or local governments.

## 12. TERMINATION

12.1 Upon termination of this Agreement, Washoe shall quit the Building peaceably, with no damage to the Building, normal wear and tear and damage excepted, and shall remove all of Washoe personal property from the Building.

12.2 Either party may terminate this Agreement without penalty or charge, upon delivery of ninety (90) day written notice to Washoe, whenever the District's operation shall change so as to required use of the Building.

12.3 The failure of either party hereto to observe or perform any covenants, conditions or provisions of this Agreement required to be made, observed or performed by such party, after delivery of thirty (30) days written notice of such

default, shall constitute a default of this Agreement by such party; provided, however, that if the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if such party commences such cure to completion. Upon default, the non-defaulting party may pursue all remedies available under Nevada law, including termination of this Agreement and recovery of all damages caused by such default.

### 13. MISCELLANEOUS PROVISIONS

13.1 This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, estates, personal representatives, successors and assigns.

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

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

13.4 This Agreement may not be modified, terminated, or amended in any respect, except pursuant to an instrument in writing duly executed by the parties.

13.5 In the event either party brings any action or other proceeding with respect to the breach, interpretation, or enforcement of this Agreement, or with respect to any dispute relating to any transaction covered by this Agreement, the losing party or parties in such action or proceeding shall reimburse the prevailing party or parties therein for all reasonable costs and attorney's fees incurred in said action.

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

13.7 All notices, demands or other communications required or permitted to be given in connection with this Agreement, shall be in writing, and shall be deemed delivered when personally delivered to a party (by personal delivery to an officer or authorized representative of a corporate party) or, if mailed, three (3) business

days after deposit is the United States mail, postage prepaid, certified or registered mail, addressed to the parties as follows:

If to District: Sun Valley General Improvement  
District  
Attn: General Manager  
5000 Sun Valley Boulevard  
Sun Valley, NV 89433

And to Washoe: Washoe County Senior Services  
Attn: Grady Tarbutton, Director  
1155 E. Ninth Street  
Reno, NV 89512

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

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

The rest of this page intentionally left blank.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement.

**WASHOE COUNTY**

**SUN VALLEY GENERAL IMPROVEMENT DISTRICT**

BY: *David Humke*  
David Humke, Chairperson

By: *Patricia Lancaster*  
Patricia Lancaster, Chairperson

Attest:  
*Josime Solorza*, Deputy Clerk  
Washoe County Clerk  
*Amy Hawley*  
STATE OF NEVADA )  
COUNTY OF WASHOE )

On this 22 day of July, 2010, before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared Patricia Lancaster, known to me to be the person described herein and who executed the foregoing instrument and who acknowledged to me that he/she executed the same freely and voluntarily on behalf of the **District** for the uses and purposes therein mentioned.

*Jennifer Merritt*  
Notary Signature



STATE OF NEVADA )  
COUNTY OF WASHOE )

On this 24<sup>th</sup> day of August, 2010, before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared DAVID HUMKE, known to me to be the person described herein and who executed the foregoing instrument and who acknowledged to me that he/she executed the same freely and voluntarily on behalf of Washoe for the uses and purposes therein mentioned.

*Rita Lencioni*  
Notary Signature



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