

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

TUESDAY

10:00 A.M.

OCTOBER 12, 2010

PRESENT:

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

**Amy Harvey, County Clerk (10:05 a.m. – 10:57 a.m.)**  
**Nancy Parent, Chief Deputy County Clerk (10:57 a.m. – 12:02 p.m.)**  
**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 the Board of County Commissioners intend that their proceedings should demonstrate the highest levels of decorum, civic responsibility, efficiency and mutual respect between citizens and their government. The Board respects the right of citizens to present differing opinions and views, even criticism, but our democracy cannot function effectively in an environment of personal attacks, slander, threats of violence, and willful disruption. To that end, the Nevada Open Meeting Law provides the authority for the Chair of a public body to maintain the decorum and to declare a recess if needed to remove any person who is disrupting the meeting, and notice is hereby provided of the intent of this body to preserve the decorum and remove anyone who disrupts the proceedings.”

**10-925      AGENDA ITEM 3 – PUBLIC COMMENT**

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

Garth Elliott said the reason Washoe County was one of the worst areas economically was due to over development. He believed the Commission failed to get everything it should have from developers and now the citizens were left without the funds available for desperately needed infrastructure. He stated he discussed several needed changes on his web site, GarthElliott.com.

Sam Dehne spoke regarding his military service, how he felt the Board should do away with the disclaimer the Manager read at each meeting, and how things might change if the votes cast were honest votes.

**10-926            AGENDA ITEM 4 – ANNOUNCEMENTS**

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

Katy Simon, County Manager, announced Agenda Items 20, the Spanish Springs Airport lease, and 7J(1), the Regional Aviation Enforcement (RAVEN) Interlocal Agreement with the City of Reno, were pulled.

Commissioner Weber requested an agenda item in December to discuss Waste Management’s policy regarding exemptions for people living in rural areas. She stated she had received numerous complaints in the last month, but had received no response from Waste Management to her queries.

Commissioner Weber announced the Sierra Fire Protection District (SFPD) was selling Breast Cancer Awareness T-shirts at the Fire Forum being held tomorrow evening. She requested the Commissioners purchase a T-shirt and wear them at the next Board meeting. Commissioner Larkin reminded Commissioner Weber he bought Reno Rodeo T-shirts for all of the Commissioners. Commissioner Weber responded she would buy the Breast Cancer Awareness T-shirts for the Commissioners. Commissioner Larkin advised he would still make a donation to the Susan G. Komen for the Cure fund.

Commissioner Breternitz stated he would be attending the Shared Services Subcommittee meeting later this week where the focus would be on building inspection and permitting. He said the full Shared Services Committee would meet on Monday to receive the Information Technology (IT), Human Resources (HR), and Purchasing matrix study. He stated the Regional Planning Governing Board (RPGB) meeting would be held on Thursday and the Rim to Reno Trail groundbreaking ceremony would be held on Saturday at 9:00 a.m.

Commissioner Breternitz stated he would be in San Jose, California on Wednesday when Dave Childs, Assistant County Manager, assumed the title of President for the International City/County Management Association (ICMA). He advised he would be holding his Incline Village/Crystal Bay public meeting at the Incline Village General Improvement District (IVGID) offices on October 25, 2010 at 5:00 p.m.

Commissioner Jung reminded everyone the grand opening of the new Walmart store would be held tomorrow at 7:30 a.m.

Chairman Humke announced a community meeting would be held in the Commission Chambers on October 13, 2010 regarding staffing the new Arrowcreek Fire Station. Chairman Humke said he had requested an agenda item on the next Truckee Meadows Fire Protection District (TMFPD) meeting regarding initiating a moratorium on spending for capital equipment.

Commissioner Weber reminded everyone that early voting would start on Saturday, and she thanked Scolari's for being available for citizens to participate in early voting. She stated this Saturday her "Coffee and Conversation with Your Commissioner" meetings would resume after the summer break, and the meeting would be held at the Sierra Sage Golf Course at 10:00 a.m.

**10-927            AGENDA ITEM 5 – APPEARANCE**

**Agenda Subject: "Senator John Lee, Chairman Nevada Senate Government Affairs Committee - Discussion regarding interim legislative committees, issues and concerns for the 2011 Legislative Session, bill draft requests and other legislative issues of significance to Washoe County."**

Senator John Lee, Nevada Senate Government Affairs Committee Chairman, said the Committee oversaw the State's and the counties' activities. He stated he made a commitment to Jeff Fontaine, Nevada Association of Counties (NACO) Executive Director, that he would visit each of the State's County Commissions so he could build a relationship with the Commissioners. He believed this visit would help him understand what issues Washoe County wanted the Legislators to watch. He also believed the most important thing to the people in Nevada was their neighborhood, and he was committed to protecting the State's cities and counties.

Senator Lee said the State was reeling economically and the next Legislative Session would have to deal with a \$3 billion deficit. He believed neither cutting nor raising taxes would solve the problem. He said the deficit would take strong State leaders, a Governor who understood what was happening, and local government leaders working shoulder-to-shoulder with the State to help solve the problem.

Senator Lee stated he was aware Clark and Washoe Counties had shouldered the burden for a lot of the State's revenue problems because the smaller counties did not have the opportunity for revenue that Clark and Washoe Counties did. Senator Lee acknowledged Washoe County lost \$25 million during the last Legislative Session and there was no way to help the County recover that money. He said there was a commitment to not harm local governments further during the Special Session, so the State took the brunt of the necessary cuts.

Senator Lee said there were some signs the global economy was picking up slightly. He stated tourism and conventions were up in Nevada, but gaming and room rates had not picked up. He indicated it could take two more years to achieve some kind of stabilization. He noted it was believed construction would come back slowly with

remodeling activity picking up before new construction. He said the thinking was the banks would be doing more participation loans with other banks instead of going it alone, which would ensure a project was viable and well capitalized. He believed until everyone knew construction was on a permanent upswing, the counties and cities would use employee-leasing companies and third-party inspectors instead of adding permanent staff.

Senator Lee stated education, medication, and incarceration were 80 percent of the State's budget. He said the Legislators had done a great job protecting grades K-12, but had decimated higher education. He stated there should be parity with the colleges and universities across the State to ensure every student had the same educational opportunities. He said there were people that needed the State's help with their medication, but Nevada was not the place to come if someone needed assistance. He noted Nevada was usually last when it came to granting State aid. He stated he was not willing to send prisoners back into the communities to alleviate the budget issues.

Senator Lee felt during the next Legislative Session, State employees would not be required to take any additional furlough days. He stated the property tax system would have to be looked at so communities could offer services as well as looking at the possibility of adding gum, candy, sports drinks, and such items to the "sin tax." He said the Legislature would also be looking at the consolidation of parole and probation. He explained if a person committed a crime in Washoe County, was sentenced to the penitentiary for a few years, and then moved to Las Vegas, Nevada, the supervision of the person's parole would be transferred to Las Vegas. He said some aspects of parole and probation might be shifted to the counties. He stated there was some thought Nevada was in higher education too deeply and did not have the expertise to run the Community Colleges effectively. He stated there were discussions on how running the Community Colleges might be sent back to the municipalities along with a taxing mechanism.

Senator Lee advised the next Legislative Session would also deal with reapportionment and redistricting. He said the 2010 Census numbers should be available May 2011 after which the redistricting would start. He noted redistricting was done every ten years and Nevada might get another Congressional District and another seat or two in the Electoral College.

Senator Lee said the Government Affairs Committee met weekly and there was also a weekly luncheon with NACO to work on issues. He invited the Commissioners to join them for the luncheon meeting if they were in the area. He advised there was a positive relationship with John Slaughter, Management Services Director, and the County's lobbyists.

Senator Lee acknowledged the citizens in the southern part of the State had little knowledge of the northern part of the State. He believed it was the Commissioners' responsibility to make friends and build relationships with the State Legislators. He said the Committee heard every bill brought before it and there was no legislative persecution for any part of the State. He stated the partisanship between the Republicans and the Democrats was starting to creep heavily into State government and

possibly into the local governments, which was an issue because everyone in the State needed to work together.

Senator Lee said the best proving ground for training great Legislators was for them to work in local government, and he encouraged all County and City elected officials to run for election to the State Legislature. He advised two-thirds of the Legislators came from Clark County, but Washoe County did very well during the last session because everything that was important to the community was worked on. He invited the Commissioners to come to the next Legislative Session to sit in at committee meetings, because it was important the committee members see the Commissioners there during important issues. He also suggested the Commissioners make an appointment to speak with their Legislators about their issues. He said the most important point he wanted to make was the Commissioners were welcome in the Legislative building.

Senator Lee asked what he could do for the Commissioners, besides addressing the State's taking money from the local governments. He advised statewide Question No. 1 addressed whether or not the State should take money from local governments without the citizens knowledge, which would be a bill that would require changing the Constitution.

Senator Lee said "Home Rule" issue was important to local governments. He noted the State wanted to start giving more control to local governments, especially for such things as naming a park. He advised the first issue being tackled was how to pay the elected officials, because the officials indicated they did not want the County Commissions to set their wages. He said every session it was anticipated the local governments could be given more and more power.

Commissioner Breternitz asked how the Community Colleges would be paid for if the State passed their administration to the local governments. Senator Lee replied the local governments would have to be provided some type of funding mechanism, such as turning over any money already being collected to provide the County with the needed seed money. He clarified he wanted the County to be aware this discussion was happening and, if it looked like a possibility, the County would be included in those discussions to decide what would be best for the community.

Commissioner Breternitz asked what affect the passage of Question No. 1 would have on the Legislature taking funds from the local governments during the upcoming Legislative Session. Senator Lee said it was an advisory question and the State's Constitution would have to be changed. He stated he hoped Question No. 1 would get the officials at the local level more involved and would hold the Legislature accountable if they did not do what the local citizens wanted. He said Question No. 1 was to see what the voters wanted.

Commissioner Breternitz asked if Senator Lee would support local government when it came to the State's taking local governments' funds. Senator Lee replied he was more aligned to local governments' thinking and any decisions which

would harm local governments were hard for him to make even through he had to look at the affect of not doing so on the whole State.

Senator Lee advised the consolidation of water districts was a smart idea and showed great leadership. He said he was excited to see things being done that would benefit everyone in the County.

Commissioner Jung asked Senator Lee to elaborate on what the consolidation of parole and probation meant and would there be a one-to-one agreement. Senator Lee explained whatever County a parolee moved to would be in charge of that parolee's probation, but he did not have the details on how that could happen. Commissioner Jung noted when looking at the counties taking on some kind of partnership with the State or with private industry to operate the Community College system, there would have to be an argument on how that would fit under what the County Commission did. She reminded Senator Lee that the property tax caps hurt local governments the most by taking away from the local governments' ability to provide services. She said since the Board was aware of the State's budget problem and because the Commission saw itself as a partner in trying to solve the problem, the Commission decided not to submit any bill draft requests (BDR's). Senator Lee said he appreciated that, but he advised there were committee bills, and he could give one to the County if there was an emergency.

Commissioner Weber said she appreciated Senator Lee coming to speak with the Commission. She stated the Commission had a policy that one member would go to the Legislature. She said Senator Lee's comments led her to believe this should be brought back to the Board for discussion because it was important for the Commissioners to be at this Legislative Session. Senator Lee stated he appreciated Commissioner Weber's intent, but it was wrong. He said a good lobbyist knew who he got along with and had a relationship with. He noted there were times when the Commissioners were at odds on certain issues. He suggested talking with Mr. Slaughter and dividing up the Legislature to build friendships and relationships with those Legislators. He also suggested the newer Commissioners build relationships with the new Senators.

Commissioner Weber said regarding Senator Lee's comments on the two political parties, working together without regard to party lines was one area everyone needed to work on. She stated the elected officials represented the people and not their political parties. Senator Lee said being part of a political party was one thing during the campaigns but, after the campaigns were over, everybody was a Nevadan and should be involved in Nevada's issues.

Commissioner Larkin thanked Senator Lee for being present today and noted the upcoming Legislative Session should be interesting.

Chairman Humke said the challenges and issues facing this Legislative Session were well documented. He said gaining control over the State's spending plan and raising revenue to pay for that spending would be a daunting task. He said he was

concerned about how long it would take to do the reapportionment. He asked if it was projected the Nevada Legislature would remain the same size or be larger. He also asked if select committees in each house would be appointed or would the Government Affairs Committee handle reapportionment. He further asked if having the 2010 Census figures available in May 2011, would dictate having a special Legislative Session. Senator Lee replied he did not know what the numbers were, but Northern and rural Nevada could not afford to lose any seats. He felt there was a 50-50 percent chance there would be more Senators and Assemblyman added. He said reapportionment was supposed to be handled in the Government Affairs Committee, but it might move to the Elections and Procedures Committee in the Senate. He stated the Government Affairs Committee was trying to align the Chapters that the Senate Committees were responsible for with those of the Assembly Committees, and he discussed the possible changes. He said the Assembly was talking about using a special committee for reapportionment. He advised the Commissioners would have a hand in how the reapportionment lines were drawn, so the divisions would be beneficial and would make sense for the next 10 years.

Chairman Humke said two people were signed up for public comment, but public comment was not normally taken during non-action agenda items. Melanie Foster, Legal Counsel, said Chairman Humke was free to open the item for public comment if he wished and it did not require Board action. Chairman Humke felt there was no precedent for taking public comment, so he would pass.

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

**10-928      AGENDA ITEM 6 – PROCLAMATION**

**Agenda Subject: “Proclamation--October 2010 as Cyber Security Awareness Month--Technology Services. (Requested by Commissioner Larkin). (All Commission Districts.)”**

Commissioner Larkin read and presented the Proclamation to Chris Long, Senior Network Engineer. Mr. Long thanked the Commission for recognizing Cyber Security Awareness Month.

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 Agenda Item 6 be adopted.

**10-925      AGENDA ITEM 3 – REOPENED – PUBLIC COMMENT**

Robin Krueger, Disability Resources representative, said Disability Resources was a nonprofit organization which helped people with developmental disabilities. She stated she managed the New-To-You Computers computer refurbishing and recycling program, which gave refurbished computers to people with disabilities or were sold in the store. She said New-to-You Computers would be holding a community

waste collection event in conjunction with Washoe County, and the Cities of Reno and Sparks on October 23, 2010 at the old Park Lane Mall site from 9:00 a.m. until 2:00 p.m. She advised all electronics would be collected at the event, and everything but televisions would be collected for free. She said television vouchers would be sold in advance for \$10 and for \$15 during the event. She stated certified data destruction would be done and Department of Defense Regulations would be used for all of the equipment. She said a tax deductible receipt would be provided. She said the New-To-You Computers phone number was 329-1126 and the web site was newtoyoucomputers.com. She advised volunteers were still needed and could sign up on the Keep Truckee Meadows Beautiful web site.

### **DISCUSSION – CONSENT AGENDA 7A THROUGH 7K(3)**

#### **10-929      AGENDA ITEM 7A**

**Agenda Subject:** “Approve minutes for the Board of County Commissioners’ joint meeting of July 12, 2010.”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7A be approved.

#### **10-930      AGENDA ITEM 7B – ASSESSOR**

**Agenda Subject:** “Roll change requests for errors discovered for 2010/11, 2009/10, 2008/09 and 2007/08 unsecured tax rolls; and if approved, authorize Chairman to execute Order for same and direct Washoe County Treasurer to correct the errors and notify the taxpayer if an adjustment to the tax bill is necessary [cumulative amount of reduction \$96,486.60]--Assessor. (All Commission Districts.)”

There was no response to the call for public comment.

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

#### **10-931      AGENDA ITEM 7C – COMMUNITY DEVELOPMENT**

**Agenda Subject:** “Appoint Joann Phillips as the At-Large Alternate to June 30, 2012 on the Warm Springs Citizen Advisory Board--Community Development. (Commission District 4.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Joann Phillips be appointed as the At-Large Alternate to the Warm Springs Citizen Advisory Board (CAB) for a term ending on June 30, 2012.

**10-932            AGENDA ITEM 7D – DISTRICT ATTORNEY**

**Agenda Subject: “Approve payments [\$7,285] to vendors for assistance of 35 victims of sexual assault; and if approved, authorize Comptroller to process same. NRS 217.310 requires payment by the County of total initial medical care of victims, regardless of cost, and of follow-up treatment costs of up to \$1,000 for victims, victim’s spouses and other eligible persons--District Attorney. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7D be approved and authorized.

**10-933            AGENDA ITEM 7E – FINANCE**

**Agenda Subject: “Notification of a budget adjustment made in order to accommodate travel expenditures in excess of the original budget, but within the Washoe County Legislative Services Program approved Fiscal Year 2010/11 budget (\$5,000)--Finance. (All Commission Districts.)”**

Commissioner Weber asked for a better and more transparent explanation. Katy Simon, County Manager, explained John Slaughter, Management Services Director, attended a national redistricting seminar to ensure the County was compliant with the federal laws that affect the redistricting process.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7E be notified.

**10-934            AGENDA ITEM 7F– MANAGEMENT SERVICES/MANAGER**

**Agenda Subject: “Approve 2010-2011 Memorandum of Legislative Cooperation by and among the local governments, affected government entities, service providers and other agencies in the Truckee Meadows region; and if approved, authorize Chairman to execute same--Management Services/Manager. (All Commission Districts.)”**

There was no response to the call for public comment.

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

**10-935            AGENDA ITEM 7G – SENIOR SERVICES**

**Agenda Subject: “Approve appointments of Philip Horan as Member, and Lia Versaevel and Jill Andrea as Alternates to the Washoe County Senior Services Advisory Board for the term November 1, 2010 through October 31, 2014--Senior Services. (All Commission Districts.)”**

Commissioner Weber suggested when recommendations were made, it would be helpful to know which districts the candidates were from and who was already serving. Commissioner Jung said the Senior Services Advisory Board went to the districts to make sure there was complete coverage. She stated she would get Commissioner Weber the report on how that was done and would ask the Director to include the information on how the Advisory Board ensured there was equal representation. Commissioner Weber said she did not have any problem with the appointments, but felt that information would be helpful in the future.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7G be approved.

**10-936            AGENDA ITEM 7H – TECHNOLOGY SERVICES**

**Agenda Subject: “Approve Interlocal Agreement between Washoe County and Western Regional Water Commission (WRWC) for WRWC website development, operation and maintenance, to be in force for a period of one year and may be extended for two additional years by mutual written agreement [total amount of payments to Washoe County pursuant to this Agreement shall not exceed \$12,500 - the annual fiscal budget authority approved by WRWC]; and if approved, authorize Chairman to execute Interlocal Agreement--Technology Services. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7H be approved, authorized, and executed. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**10-937            AGENDA ITEM 7I(1) – PUBLIC WORKS**

**Agenda Subject: “Authorize Public Works Department to prepare contract documents and bid Asphalt Infrastructure Maintenance Projects [funding source Capital Improvement Fund]. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7I(1) be authorized.

**10-938            AGENDA ITEM 7I(2) – PUBLIC WORKS**

**Agenda Subject: “Authorize Public Works Department to prepare contract documents and bid 75 Court Street Heating Ventilating and Air Conditioning Energy Upgrades [funding source Capital Improvement Fund]. (Commission District 3.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7I(2) be authorized.

**10-939            AGENDA ITEM 7I(3) – PUBLIC WORKS**

**Agenda Subject: “Authorize Public Works Department to prepare contract documents and bid Reno Library Heating Ventilating and Air Conditioning Energy Upgrades [funding source Capital Improvement Fund. (Commission District 3.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7I(3) be authorized.

**10-940            AGENDA ITEM 7J(2) – SHERIFF**

**Agenda Subject: “Approve Interlocal Agreement between the County of Washoe (Sheriff’s Office), Sierra Fire Protection District, Truckee Meadows Fire Protection District and City of Reno as agent for Truckee Meadows Fire Protection District, and North Lake Tahoe Fire Protection District for RAVEN Fire Training, Monitoring and Suppression Personnel and Equipment; and accept associated funds from the participating local fire agencies [North Lake Tahoe Fire Protection District \$10,000; Sierra Fire Protection District \$15,000; Truckee Meadows Fire Protection District \$50,000 – to be paid in accordance with the Interlocal Agreement to the Washoe County Sheriff’s Office Regional Aviation Enforcement Unit (RAVEN)];**

**and if all approve authorize Chairman to execute Interlocal Agreement. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7J(2) be approved, authorized, and executed. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**10-941            AGENDA ITEM 7J(3) – SHERIFF**

**Agenda Subject: “Approve Interlocal Agreement between the County of Washoe (Sheriff’s Office) and City of Sparks (Sparks Police Department) for Extraditions and accept associated funds from Sparks Police Department [\$90,000 (\$30,000 per fiscal year) to be paid in accordance with the Interlocal Agreement to the Washoe County Sheriff’s Office Consolidated Extraditions Unit]; and if all approved, authorize Chairman to execute Interlocal Agreement and direct Finance to make necessary budget adjustments. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7J(3) be approved, authorized, and executed. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**10-942            AGENDA ITEM 7J(4) – SHERIFF**

**Agenda Subject: “Accept donated items (storage cabinets, two security safes, letter and parcel inspection system, interview room desk and chairs - four sets and other miscellaneous office equipment) from the Federal Bureau of Investigation to the Washoe County Sheriffs Office [valued at \$13,500 - obtained at no charge to Washoe County except the cost of inmate supervision to move the items]. (All Commission Districts.)”**

Commissioner Jung acknowledged the donated items from the Federal Bureau of Investigation to the Washoe County Sherriff’s Office with the gratitude of the Board.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7J(4) be accepted.

**10-943            AGENDA ITEM 7K(1) – TREASURER**

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

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7K(1) be approved, authorized, and executed. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**10-944            AGENDA ITEM 7K(2) – TREASURER**

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

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7K(2) be approved, authorized, and executed. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**10-945            AGENDA ITEM 7K(3) – TREASURER**

**Agenda Subject: “Authorize Washoe County Treasurer to auction a delinquent parcel held in Trust that was previously withheld from sale; and if authorized, approve Resolution and authorize Chairman to execute same authorizing the County Treasurer to auction real property held in trust due to property tax delinquencies and other matters properly related thereto. (Commission Districts 5.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7K(3) be approved, authorized, and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**BLOCK VOTE – AGENDA ITEMS 8, 10, 11, 12, 13, 14, 15, 16, 17, AND 18**

**10-946      AGENDA ITEM 8 – SHERIFF**

**Agenda Subject:** “Recommendation to accept Congressional Mandated Award [\$1,000,000 - no County match] from United States Department of Justice, Community Orientated Police Services (Award number 2010-DKWX-0323) to be utilized to purchase a Mobile Fusion Command Center and In-Car Video System for the Washoe County Sheriff’s Office; and if accepted, authorize Chairman to execute grant acceptance and authorize possible use of the Nevada State contract vendor selected through the State Request For Proposal Process for equipment purchases and direct Finance to make necessary budget adjustments--Sheriff. (All Commission Districts.)”

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 8 be accepted, authorized, executed, and directed.

**10-947      AGENDA ITEM 10 – LIBRARY**

**Agenda Subject:** “Recommendation to approve the slate of applicants recommended by the Library Board of Trustees to serve on the Citizens’ Advisory Committee on the Future of the Washoe County Library System, effective October 13, 2010--Library. (All Commission Districts.)”

Commissioner Jung thanked Lucina Moses and Dr. Carola Naumer, Citizen Advisory Committee applicants, and Len Crocker, Friends of Washoe County Library President, for being present today.

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 10 be approved.

**10-948      AGENDA ITEM 11 – PURCHASING**

**Agenda Subject:** “Recommendation to award Bid No. 2752-11 for a new Dustless Regenerative Air Sweeper to H&E Equipment Services [net amount \$261,221] on behalf of the Equipment Services Division of the Washoe County Public Works Department--Purchasing. (Commission District 1.)”

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 11 be awarded.

**10-949            AGENDA ITEM 12 – DISTRICT COURT**

**Agenda Subject: “Recommendation to award Fiscal Year 2010/11 purchase requisition to ACS Government Systems [not to exceed \$195,858.14] for the annual maintenance and support agreement for the Second Judicial District Court’s case management system, retroactive from July 1, 2010 to June 30, 2011--District Court. (All Commission Districts.)”**

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 12 be awarded.

**10-950            AGENDA ITEM 13 – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Recommendation to award bid for Arrowcreek Fire Ecosystem Restoration Implementation Project funded by the American Recovery & Reinvestment Act 2009 to the lowest responsive and responsible bidder (staff recommends Soil Tech) [\$721,069.11], including add alternates 4 through 8; and if awarded, authorize Chairman to execute Agreement for same--Regional Parks and Open Space. (Commission District 1.)”**

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 13 be awarded, authorized, and executed.

**10-951            AGENDA ITEM 14 – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Recommendation to reject all bids for Belli Fire Ecosystem Restoration Implementation Project funded by the American Recovery & Reinvestment Act 2009; and if rejection approved, authorize Regional Parks & Open Space Department and Public Works to redesign and rebid the project to bring it back within the authorized budgetary amount of \$398,102--Regional Parks and Open Space. (Commission District 5.)”**

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 14 be rejected and authorized.

**10-952            AGENDA ITEM 15 – WATER RESOURCES**

**Agenda Subject: “Recommendation to approve award of bid to the lowest, responsive, responsible bidder for the emergency roadway restoration of Fuggles Drive and Lublin Drive in Spanish Springs [estimated at \$250,000]; and if approved, authorize Chairman to execute contract documents upon receipt--Water Resources. (Commission District 4.)”**

Katy Simon, County Manager, advised the bid could come in higher than \$250,000 because the section of the road was very large.

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 15 be approved, authorized, and executed.

**10-953            AGENDA ITEM 16 – WATER RESOURCES**

**Agenda Subject: “Recommendation to authorize Washoe County Department of Water Resources to advertise and solicit bid proposals for bulk water/wastewater treatment chemicals [estimated cost \$207,000]--Water Resources. (All Commission Districts.)”**

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 16 be authorized.

**10-954            AGENDA ITEM 17 – WATER RESOURCES**

**Agenda Subject: “Recommendation to authorize Washoe County Department of Water Resources to issue a request for qualifications to solicit written statements of qualification from firms to provide support to ongoing implementation of the Groundwater Monitoring Plan being conducted as part of the Central Truckee Meadows Remediation District Program [estimated cost \$275,000]--Water Resources. (All Commission Districts.)”**

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 17 be authorized.

**10-955**            **AGENDA ITEM 18 – TRUCKEE RIVER FLOOD MANAGEMENT PROJECT**

**Agenda Subject:** “Recommendation to approve Project Funding Agreement between the County of Washoe and The Nature Conservancy for Phase I of the Tracy Power Plant Ecosystem Restoration Project, to include project planning, design and permitting phase [not-to-exceed \$250,000 - payable from the Truckee River Flood Project Operating Fund Account 211 (1/8 cent sales tax for Truckee River Flood Management Infrastructure)]; and if approved, authorize Chairman to execute Agreement--Truckee River Flood Management Project. (All Commission Districts.)”

Commissioner Breternitz said he had a policy question regarding awarding County money for the design and planning for Phase I of the Tracy Power Plant Ecosystem Restoration Project directly to The Nature Conservancy.

Danielle Henderson, Truckee River Flood Project Natural Resource Planner, said these funds were included in the approved budget. She stated the Flood Project was working with The Nature Conservancy as a partner and they were responsible for going out to bid for any subcontracting design services. She said planning included all of the environmental or survey work required to go out for the construction bid.

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 18 be approved, authorized, and executed.

**10-956**            **AGENDA ITEM 9 – FIRE SERVICES/MANAGEMENT SERVICES**

**Agenda Subject:** “Discussion and possible direction to staff on the membership composition of the Multi-Stakeholder Emergency Medical Services Task Force previously approved by the Board August 10, 2010--Fire Services/Management Services. (All Commission Districts.) *Continued from September 14 and 28, 2010 Commission Meetings.*”

Katy Simon, County Manager, said this item was continued from the September 14 and 28, 2010 Commission meetings. She stated she was not able to find a date the hospitals’ CEO’s could agree on to have a discussion regarding the composition of the Multi-Stakeholder Emergency Medical Task Force. She suggested this item be continued and placed on both the October 26 and November 9, 2010 agendas to allow staff the maximum flexibility in arranging the meeting.

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 the Agenda Item 9 be continued to the October 26, and the November 9, 2010 Commission meetings.

**10-957            AGENDA ITEM 21 – MANAGER/FINANCE**

**Agenda Subject: “Recommendation to acknowledge update regarding status of the Recovery Zone Facility Bond Program--Manager/Finance. (All Commission Districts.)”**

John Berkich, Assistant County Manager, stated since the last status report, there had been a meeting with ING Energy where they announced they decided to put the investment of what the bonds would cost in financing into the project and not use the bonds. He advised staff was still looking to qualify projects for the Recovery Zone Facility Bond Program, but there none currently qualified.

Jud Boies, ING Energy President, stated using the bonds would cost approximately \$2.7 million in addition to the company’s normal financing costs. He said at a meeting last week with the City of Reno, it was suggested the company use the \$2.7 million in other ways rather than using the bonds. He stated ING Energy would be happy to do so if the County Commission and Reno City Council agreed. He said during the meeting using the money to provide waste heat to the University of Nevada, Reno (UNR) was considered. Mr. Boies advised it would cost a couple million dollars to run a pipe from the Fourth Street facility to the campus, but it would result in a huge savings to UNR. He stated if the Commission agreed, ING Energy promised to use the \$2.7 million for better things in the City of Reno.

Commissioner Breternitz said ING Energy was a private business and the decision was their decision to make. He supported the company’s decision especially if the \$2.7 million would be used in the best interests of the community. He commented it was unfortunate the bonding capacity was not being used, but he would be happy to see the project move forward.

Commissioner Jung asked if the same number of jobs would be created without the company using the bonds. Mr. Boies noted the project design had not changed. He explained there would be 350 jobs during the project’s construction phase and 85 full time jobs when it was completed. He said that number would likely increase as the company found more opportunities. He advised they had been approached by additional companies asking if their waste streams could be taken, which would mean more jobs as would adding the pipeline. Commissioner Jung agreed with Commissioner Breternitz that the Board should not get in the way of the company being successful.

Commissioner Larkin asked if there was a staff report. Mr. Berkich replied this had all transpired since the filing deadline for reports and there was no action required.

Mr. Berkich commented Mr. Boies indicated there would be meetings within the next couple of weeks with Waste Management and Nevada Recycling. He said staff was also monitoring whether or not Congress would extend the deadline for using the Recovery Zone Facility Bonds.

There was no public comment. Chairman Humke advised there was consensus to acknowledge the report.

**10-958            AGENDA ITEM 19 – PURCHASING**

**Agenda Subject: “Discussion and possible direction to staff regarding Reno Justice Court Fiscal Year 2010/11 budget reduction proposal--Reno Justice Court.”**

Katy Simon, County Manager, advised this proposal met the budget target that was the result of a compromise with the Reno Justice Court.

Commissioner Larkin asked if all of the labor negotiations were complete. Ms. Simon replied there were still discussions ongoing with the Supervising Sheriff’s Deputies Association.

Chairman Humke disclosed he met with Carla Fells, Washoe County Employees Association (WCEA) Executive Director, and with all but one or two of the Reno Justice Court Judges to discuss this proposal. Commissioner Jung disclosed she met with the Judges, the County Manager, and Chairman Humke regarding this proposal. Commissioner Weber disclosed she met with the Judges. Commissioner Breternitz disclosed he met with Judge Lynch on this matter.

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 19, Reno Justice Court Fiscal Year 2010/11 budget reduction proposal, be approved.

**10-959            AGENDA ITEM 22 – GOVERNMENT AFFAIRS**

**Agenda Subject: “Discussion and possible direction to staff regarding legislation or legislative issues proposed by legislators, by Washoe County or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be 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 staff was still tracking bill drafts as they came in. He stated the next deadline to submit bills would be on December 15, 2010, which would be after the upcoming election.

Mr. Slaughter advised the idea to transfer the administration of the Community Colleges to the counties was not a new one. He said staff had been tracking this issue for some time and did some extensive research the last time the transfer was proposed. He stated staff would get that research ready for a possible discussion.

Commissioner Larkin advised the Legislative Counsel Bureau (LCB) was already making inquiries regarding the source of the 1/8 cent sales tax dedicated to public safety.

Chairman Humke commented he felt it was a bad approach for the Commission to take a position on a bill. He said when he went to the 2009 Legislative Session, he provided a disclaimer during a discussion that he was speaking for himself only, which he felt could be a compromise position. He stated he recounted the discussion held by the Commission and then, after a full discussion, he called Mr. Slaughter and asked him to contact the County Manager and Jeff Fontaine, Nevada Association of Counties (NACO) Executive Director, so everyone was aware of the discussion.

Mr. Slaughter said the Communication Policy would be brought to the Board in November for a first look.

There was no response to the call for public comment.

**10-960      AGENDA ITEM 23 – REPORTS AND UPDATES**

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

Commissioner Larkin advised there would be a meeting of the Builders Association of Northern Nevada and the Flood Project Coordinating Committee (not a quorum) at the Builders Association building on Thursday at 10:00 a.m. He stated there would be a Regional Planning Governing Board (RPGB) meeting on Thursday at 2:00 p.m. He said prior to that meeting at 1:00 p.m., there would be a subcommittee meeting to discuss efficiencies between the Regional Transportation Commission (RTC) and the Regional Planning Commission. He said Friday was the regular RTC meeting and October 20, 2010 at 9:00 a.m. the Truckee Meadows Water Authority (TMWA) retreat would be held.

Commissioner Breternitz stated he would be in San Jose at the International City/County Management Association (ICMA's) meeting during the TMWA retreat to represent the Commission in roasting incoming President, Assistant County Manager Dave Childs.

Commissioner Jung stated the Senior Services Advisory Board met last week and received a report on the Neil Road Senior Center that was operated in partnership with the City of Reno. She said she was working with Sparks City Councilmember Julia Ratti to obtain donated coffee for seniors going to the Neil Road Senior Center.

Commissioner Jung said the District Board of Health held its Annual Strategic Planning retreat and the area that would be focused on this year would be customer service and being able to turn around permits and ordinances quicker. She said one of the resonating issues brought up at the Job Creation Taskforce meetings was the permit process made the cost of doing business greater. She stated tonight there would be a West of Wells Neighborhood meeting at the El Cordero de Dios church at 6:00 p.m. She said there also would be a meeting at 6:00 p.m. of the Ward 1 Southwest Neighborhood Advisory Board (NAB) at Reno City Hall. She stated there would be a Girl Scouts of Nevada Leadership dinner at the Atlantis Hotel and Casino on Thursday at 5:30 p.m. She said Commissioner Breternitz's wife, Chris Cox, was one of the honorees.

Chairman Humke said another honoree would be Bonnie Drinkwater who he had known for many years. He congratulated her and the other recipients, Chris Cox, Lavonne Brooks, and Jane Albright.

Chairman Humke stated the Reno-Sparks Convention and Visitors Authority (RSCVA) meeting would be next Friday and its Finance Committee would be meeting tomorrow. He said it was important the Siena Hotel Spa Casino maintain its agreement to pay its back room taxes.

**10-961            AGENDA ITEM 34 – CLOSED SESSION**

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

There was no closed session.

**COMMUNICATIONS**

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

**10-962**            Washoe County Library Board of Trustees Bylaws adopted July 21, 2010.

**10-963**            Amended Exhibit B to the Staff Report of August 25, 2010 heard during the Board Meeting of September 14, 2010.

\* \* \* \* \*

**12:02 p.m.** There being no further business to discuss the meeting was adjourned.

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

**ATTEST:**

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

*Minutes Prepared by  
Jan Frazzetta, Deputy County Clerk*

## INTERLOCAL AGREEMENT

### 1) PARTIES

This Interlocal Agreement (“Agreement”) is entered into between the Western Regional Water Commission (the “WRWC”), a political subdivision of the State of Nevada created pursuant to Chapter 531, Statutes of Nevada 2007, the Western Regional Water Commission Act (the “Act”) and Cooperative Agreement, and Washoe County, a political subdivision of the State of Nevada (“County”), (collectively, the “Parties” or, as the context requires, “Party”). In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

### 2) RECITALS

2.1 The Parties are public agencies as defined in NRS 277.100(1)(a).

2.2 NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any public agency, entering into the contract, is authorized to perform.

2.3 On May 5, 2010, the Northern Nevada Water Planning Commission (“NNWPC”) at its regular meeting approved the WRWC Fiscal Year 2010-2011 Routine Operating Budget for the Regional Water Management Fund (“RWMF”), which contains sufficient budget authority in the Website Service Contracts line item for website support, in an amount not to exceed Twelve Thousand Five Hundred Dollars (\$12,500), including additional specialized programming related to operation and maintenance of the NNWPC and WRWC Website to be administered by County’s Technical Services Department pursuant to the terms of this Agreement.

2.4 The WRWC at its Public Hearing held May 20, 2010 adopted the WRWC Final Budget for Fiscal Year 2010-2011, which includes the Routine Operating Budget for the RWMF.

2.5 The Website Scope of Work for Fiscal Year 2010-2011(the “Scope of Work”) is attached hereto as Exhibit “A”.

10-936

### 3) **RIGHTS & DUTIES**

#### 3.1 County

3.1.1 County shall submit invoices to the WRWC on a monthly basis for the work described in the Scope of Work and within the budget authority approved by the WRWC, which will progress and be completed as provided in the Scope of Work.

3.1.2 County's Contract Administrator will provide the WRWC, when and as appropriate, an electronic version of all final deliverables. All work product deliverables shall, at a minimum, be provided to the WRWC as follows:

One (1) complete final printed version.

One (1) complete final electronic version of each document in the current version of Adobe Acrobat PDF file format inclusive of all text and graphic work product. The file will be indexed and capable of text recognition using Adobe Reader and will be provided at a minimum resolution of 300 dots-per-inch.

One (1) copy of each deliverable element in its current native file format. Native formats for deliverables will be provided as follows: Text in Microsoft Word format; Spreadsheets in Excel format; Databases in Microsoft Access format; graphics in AutoCAD format, all native pre-modeling and post-modeling files and Geographic Information Systems (GIS) data in ESRI ArcMap/ArcInfo compatible file formats. Additionally, any and all native file formats specified in the Scope of Work.

3.1.3 County shall provide the WRWC's Contract Administrator with a periodic progress report, periodic cash flow projection, periodic fiscal report, and any other documentation as reasonably required. County shall, through its Contract Administrator, provide to the WRWC any information requested by the WRWC's Contract Administrator relating to any invoice submitted for payment. County shall submit to the WRWC, as provided in the Scope of Work, a completion report including all work product deliverables required by Paragraph 3.1.2, above.

3.1.4 County hereby designates Cory Casazza, Chief Information Management Officer in its Technology Services Department, as its Contract Administrator

and supervisor for work to be performed by employees in the Technology Services Department related to the Scope of Work.

### 3.2 The WRWC

3.2.1 The WRWC hereby designates Jim Smitherman, its Water Resources Program Manager, as its Contract Administrator for the Project.

3.2.2 Upon submission of an invoice for payment, pursuant to Paragraph 3.1.1 above, the WRWC's Contract Administrator shall promptly review the invoice, request any further information or documentation required, and process the invoice for payment within thirty (30) days following his approval.

3.2.3 The WRWC's Contract Administrator will hold payment of the final invoice for the Scope of Work until the final deliverable is received and accepted. The WRWC's Contract Administrator will have sole authority to accept or reject final deliverables based on completeness and consistency with the Scope of Work and will be responsible for final payment.

3.2.4 The WRWC, at its discretion, may conduct an audit of compliance with the terms of this Agreement, compliance with the Scope of the Work, and compliance with all applicable State, Federal and local laws, policies and procedures. Such audit shall be at the WRWC's expense.

3.2.5 The total amount of invoices paid pursuant to this Agreement shall not exceed \$12,500.00, the annual fiscal budget authority approved by the WRWC.

### 3.3 Joint Rights and Responsibilities

3.3.1 Either Party may terminate this Agreement with a thirty (30) day advance written notice to the other.

3.3.2 This Agreement will remain in force for a period of one (1) year and may be extended for additional two years by mutual written Agreement.

3.3.3 The Parties agree to coordinate and use their best efforts to complete the Scope of Work and to collaborate in a timely manner in order to maximize the efficient use of funding and other resources.

#### 4) **LIMITED LIABILITY AND INDEMNIFICATION**

##### 4.1 Limited Liability

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

##### 4.2 Indemnification

4.2.1. Consistent with paragraph (4.1) of this Contract, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying Party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any Party or person described in this paragraph.

4.2.2 The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying Party within 30 days of the indemnified Party's actual notice of any actual or pending claim or cause of action. The indemnifying Party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified Party's chosen right to participate with legal counsel.

#### 5) **MISCELLANEOUS PROVISIONS**

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

5.2 This Agreement is made in, and shall be governed, enforced and construed under the laws of the State of Nevada.

5.3 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.

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

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

5.6 No delay or omission by either Party in exercising any right or power hereunder shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in a written instrument duly executed by the person granting such waiver. A waiver by any Party 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.

5.7 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 a Party's Contract Administrator(s) designated herein) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the Parties as follows:

To WRWC:                    Jim Smitherman, Water Resources Program Manager  
                                      Western Regional Water Commission  
                                      4930 Energy Way  
                                      Reno, Nevada 89502

To County: Cory Casazza, Chief Information Management Officer  
Contract Administrator  
Washoe County  
P.O. Box 11130  
Reno, Nevada 89520

5.8 This Agreement is effective July 1, 2010, notwithstanding the date each Party signs this Agreement ("Effective Date").

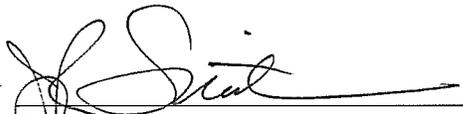
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

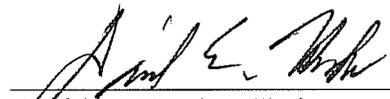
WESTERN REGIONAL WATER COMMISSION

WASHOE COUNTY

Dated this \_\_\_ day of October, 2010

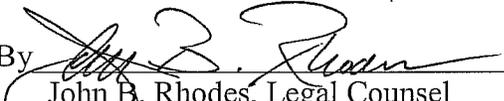
Dated this 12<sup>th</sup> day of October, 2010

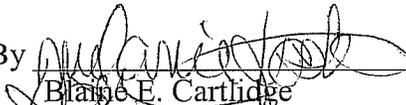
By   
Jim Smitherman  
Water Resources Program Manager

By   
David E. Humke, Chairman  
Washoe County Commission

APPROVED AS TO FORM:  
Rhodes Law Offices, Ltd.

APPROVED AS TO FORM:

By   
John B. Rhodes, Legal Counsel

By   
Blaine E. Cartledge  
Assistant District Attorney

**EXHIBIT "A"**

**WESTERN REGIONAL WATER COMMISSION ("WRWC")  
INTERLOCAL AGREEMENT NO. WRWC 10-07-01  
(SCOPE OF WORK FOR WEBSITE DEVELOPMENT, OPERATION AND  
MAINTENANCE)**

**1) INTRODUCTION**

This work shall be performed and completed in accordance with the terms and conditions contained in WRWC Interlocal Agreement No. WRWC 10-07-01 (the "Agreement"), entered into between the WRWC and the County for the development, operation and maintenance of the WRWC and Northern Nevada Water Planning Commission Website (the "Website") and related information technology services.

**2) TASKS & COSTS**

This Scope of Work provides for the continuing development and hosting of the Website, through the County's Technology Services Department. The amount to be paid to the County for this Scope of work shall not exceed \$12,500 for Fiscal Year 2010-2011. Payments and reimbursable expenses allowed under this Scope of Work include direct reimbursement for hardware and software costs incurred by the County for the continuing development, operation and maintenance of the Website and reimbursement for labor costs at an hourly rate ranging from \$40 to \$60 per hour dependent on employee class. All work will be conducted as directed by the WRWC Contact Administrator and agreed upon by the County's Contract administrator.

Payment will be made upon receipt of invoices from the County, as provided in Sections 3.11 and 3.22 of the Agreement. [The WRWC may, at its option, choose to remit payment to the County through internal transfer by journal entry.]

3) **SCHEDULE**

All tasks required under this Scope of Work shall be completed no later than June 30, 2011.

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

**THIS INTERLOCAL AGREEMENT**, hereinafter referred to as "Agreement", is made and entered by and between the County of Washoe, a political subdivision of the State of Nevada, on behalf of the Washoe County Sheriff's Office, 911 Parr Boulevard, Reno, NV 89512, hereinafter the "WCSO", the Sierra Fire Protection District, 4000 Joy Lake Rd., Reno, NV 89511, hereinafter the "SFPD," the Truckee Meadows Fire Protection District, 1001 E. 9<sup>th</sup> St., Reno, NV 89520, hereinafter "TMFPD," and City of Reno, as agent for Truckee Meadows Fire Protection District under the First Amended Interlocal Agreement for Fire Service and Consolidation dated July 1, 2004, hereinafter "CITY" and the North Lake Tahoe Fire Protection District, 866 Oriole Way, Incline Village, NV 89451, hereinafter the "NLTFPD." SFPD, TMFPD, NLTFPD, and CITY as agent for TMFPD may be collectively referred to as the "Fire Districts," and TMFPD and CITY may be collectively referred to as "Consolidated Fire Department." The parties to this agreement also may be referred to as "participating agency" or "participating agencies."

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

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

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

WHEREAS, the Fire Districts are responsible for wildland fire monitoring and suppression within their respective areas of unincorporated Washoe County; and

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

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

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

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

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

10590

1. **TERM:** This Agreement shall commence upon acceptance by all parties and shall terminate on June 30, 2011.

2. **TERMINATION:** Any party may terminate this Agreement without cause, solely as to its duty and obligation hereunder, upon 90 days written notice to all other parties. Any party may terminate this Agreement for cause, solely as to its duty and obligation hereunder, after 30 days written notice to the defaulting party (ies) only if the defaulting party (ies) fail to cure the default within those 30 days. The notice shall specify the cause alleged as the basis for said termination. In the event any party terminates this Agreement for cause, the Agreement shall remain in force and effect with other parties who have not taken action to terminate.

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

*A. Aircraft and Equipment:*

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

2. The helicopter provided shall be configured as follows:

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

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

b. Include a fixed water tank capable of two (2) drops per sortie and equipped with a self-filling snorkel device.

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

4. The helicopter provided pursuant to this Agreement shall be operated, maintained and secured within the guidelines of the Federal Excess Personal Property (FEPP) Program and its sponsors, the United States Forest Service,

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

hereinafter referred to as the "USFS" and the Bureau of Land Management, hereinafter referred to as the "BLM."

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

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

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

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

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

10. The FIRE DISTRICT that requests use of Helicopter shall provide a helicopter manager, either a FIRE DISTRICTS employee or through a cooperative agreement with another agency, anytime a helicopter is requested from the WCSO under the terms of this Agreement.

#### *B. Operations*

1. The FIRE DISTRICTS shall appoint a designated helicopter manager for all operations for which a helicopter is requested pursuant to this Agreement. The helicopter manager shall be responsible for the administrative and tactical functions of the aircraft. Although the FIRE DISTRICTS may select a helicopter manager based on its own selection criteria, the FIRE DISTRICTS will consult with the WCSO regarding the Selection.

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

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

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

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

5. Further operational and related details concerning the parties' performance under this Agreement in regard to said Aircraft and Equipment are set forth in the parties' Aviation Fire Suppression Program Operational Plan 2010 ("Operating Plan") executed contemporaneously herewith. The terms and conditions of this Agreement shall govern and resolve any conflicts between the Operating Plan and this Agreement.

*C. Availability As follows:*

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

- a. Immediate Response: The helicopter shall be available for immediate response during designated "Red Flag" days. "Red Flag" days shall be defined as those days that the National Weather Service has issued a "Red Flag" warning for any area under the FIRE DISTRICTS' responsibility. For the purposes of this Agreement, the phrase "immediate response" shall mean the helicopter is in flight within fifteen (15) minutes of receipt of the contact by the WCSO from the FIRE DISTRICTS requesting such equipment's dispatch.

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING  
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- b. Standby Time: The helicopter will be available five (5) days per week, eight hours (8) per day. The duty hours will be coordinated with the FIRE DISTRICTS to maximize coverage for the critical burn hours. Sunset will be taken into consideration for operational hours as the WCSO will not be qualified to fight fires at night during the period of this Agreement. The "designated days" of the week will be at the discretion of the WCSO. The response time shall be no more than thirty (30) minutes from notification of the WCSO by the FIRE DISTRICTS requesting such dispatch. For "Red Flag" days that fall outside of a designated five (5) day work week, the WCSO shall staff the helicopter for immediate response if requested and for an additional cost as hereinafter set forth.
  - c. The helicopter may be made available each day for recall for hours that fall outside of the WCSO's designated work week hours. This recall status will be available for an additional cost. For the purposes of this Agreement, "recall" shall mean the pilot is being recalled from an off-duty status and will respond to the hangar. The helicopter will be staffed and in flight within one (1) hour of notification of the designated recall pilot.
  - d. Time Schedules: The FIRE DISTRICTS and the WCSO, in cooperation with the other involved fire departments and districts will meet and mutually agree on duty hours prior to the start of the fire season.
2. The WCSO shall provide immediate notification to the FIRE DISTRICTS' Chief of Operations of any inability of the WCSO to provide the designated personnel and equipment pursuant to the terms and conditions of this Agreement.
  3. The WCSO shall provide all necessary support for continuous, uninterrupted operation of the helicopter whenever required pursuant to the terms of this Agreement. This support shall include, but not be limited to, a staffed fuel truck and other services as required.
  4. The WCSO may, at its sole discretion, when so requested by the FIRE DISTRICTS, make an additional helicopter (OH-58) available to the FIRE DISTRICTS for aerial observation. Such additional aircraft is subject to the immediate direction of the WCSO. The FIRE DISTRICTS may, at their discretion, request such additional aircraft on a call-when-needed basis when the FIRE DISTRICTS' incident commanders request additional firefighting resources. The FIRE DISTRICTS shall reimburse the WCSO for such call-when-needed aircraft in accordance with the terms of this Agreement. A qualified helicopter manager will be assigned to call-when-needed aircraft when available, but shall not delay a response.
  5. When the FIRE DISTRICTS request the availability of an observation helicopter and it is made available by the WCSO, the FIRE DISTRICTS acknowledges that such OH-58 helicopters operated by the WCSO are not and will not be "carded" by

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING  
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the USFS, or the BLM and therefore its costs do not qualify for reimbursement by FEMA.

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

#### *D. Training*

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

2. WCSO shall train the helicopter manager in the duties and responsibilities of the crew chief at no additional charge, cost or fee for such training other than assessment of the charges and fees designated for use of the WCSO personnel and equipment for such training and operational usage by the FIRE DISTRICTS of such personnel and equipment.

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

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

#### *E. Communications:*

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

2. This report shall include:

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

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING  
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3. The helicopter manager or the pilot shall ensure the following minimum information is obtained before liftoff on a fire mission:

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

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

*F. Funding and Reimbursement::*

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

- a. The SFPD shall provide to the WCSO \$15,000 within 30 days of acceptance by all parties to this Agreement.
- b. The TMFPD shall provide to the WCSO \$50,000 within 30 days of acceptance by all parties to this Agreement.
- c. The NLTFPD shall provide to the WCSO \$10,000 within 30 days of acceptance by all parties to this Agreement.

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

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

**INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING  
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- \$1,190 per flight hour for the HH-1H Huey helicopter. Flight time shall be accrued and reimbursed in tenths of an hour based upon a battery-activated hour meter and shall include fuel.
- \$525 per flight hour for the OH-58 helicopter. Flight time shall be accrued and reimbursed in tenths of an hour based upon a battery-activated hour meter and shall include fuel.

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

- a. A request to be available for immediate response shall generate a surcharge of \$100 per hour (\$152 per hour on a holiday) to be paid to the WCSO by the FIRE DISTRICTS. Each FIRE DISTRICT shall pay ¼ of this surcharge. The remaining quarter shall be paid by the Washoe County Fire Suppression Budget. Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- b. When WCSO personnel operate aircraft at the request of a FIRE DISTRICT, then that FIRE DISTRICT is solely responsible for the surcharge of \$100 per hour (\$152 per hour on a holiday). Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- c. When any one or more of the FIRE DISTRICTS request the WCSO to guarantee availability of a pilot at times outside of the WCSO's designated work week hours (i.e., "immediate availability" not desired but rather on "standby" with a pager, e.g.), the FIRE DISTRICTS shall pay to the WCSO a surcharge of \$9.25 per hour per person (\$14.00 on a holiday). This surcharge is mandated in accordance with Washoe County Deputies Association contract with the WCSO, specifically ¼ hour pay per hour of "stand-by time." The FIRE DISTRICTS must notify the WCSO Aviation Unit manager 8 hours prior to the desired recall period to determine pilot availability and provide proper prior notice and crew rest to the designated pilot. The FIRE DISTRICTS shall each pay ¼ of this surcharge. The remaining quarter is to be paid by the Washoe County Fire Suppression Budget. When said pilot is then requested for immediate availability, or requested to operate aircraft, then this standby status is terminated along with this surcharge and the surcharge rate in paragraph 3.F.3.b immediately above applies.
- d. The FIRE DISTRICTS may request a pilot to respond outside of the WCSO's designated work week hours but without designating a pilot for standby; however the WCSO will not guarantee a response in such event.

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

- e. If a fuel truck is requested by a FIRE DISTRICT to respond to a fire, the requesting FIRE DISTRICT is solely responsible for and shall pay \$37 per hour (\$55 per hour on a holiday) for the driver. The requesting FIRE DISTRICT shall pay – in addition - \$1.00 per mile from the Reno-Stead Airport to and from any staging area. For any training activities provided to the FIRE DISTRICTS in which the fuel truck is requested, the rates in this paragraph apply and shall be equally shared by the FIRE DISTRICTS participating in the training. These rates include fuel.
- f. The WCSO Aviation Unit Manager or his designee shall prepare, during each month during the term of this Agreement when a reimbursement is due, a month-end invoice detailing services rendered and the associated costs in accordance with this Agreement. A copy of any backup documentation will be provided to the FIRE DISTRICTS when requested of the WCSO Finance Liaison Officer.
- g. The FIRE DISTRICTS shall remit to the WCSO full payment within 30 days of receipt of the invoice, which payment shall be by a check made out to the Washoe County Sheriff's Office, RAVEN program.

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

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

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

7. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail,

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

return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

## **8. INSPECTION & AUDIT.**

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

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

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

## **9. LIABILITY OF PARTICIPATING AGENCIES**

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

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING  
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B. Each participating agency shall be responsible for, and the other agencies shall have no obligations with respect to the following:

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

C. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless from liability for damages, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. The employing agency's employees, agents, or representatives shall not be considered employees, agents or representatives of other participating agencies. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

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

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

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

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

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

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

**BOARD OF FIRE COMMISSIONERS  
FOR THE SIERRA FIRE  
PROTECTION DISTRICT**

**COUNTY OF WASHOE**

BY: \_\_\_\_\_  
DAVID E. HUMKE, CHAIR

By: David E. Humke  
DAVID E. HUMKE, CHAIR

DATE:

DATE: 10/12/10

ATTEST:

ATTEST:

\_\_\_\_\_  
County Clerk

Dancy L. R. Chipchug  
County Clerk

**BOARD OF FIRE COMMISSIONERS  
FOR THE TRUCKEE MEADOWS  
FIRE PROTECTION DISTRICT**

DATE: 9/28/10

BY: David E. Humke  
DAVID E. HUMKE, CHAIR

ATTEST: Amy Harvey  
County Clerk

**CITY OF RENO**

DATE:

ATTEST:

BY: \_\_\_\_\_  
ROBERT A. CASHELL, SR. MAYOR

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Reno City Attorney's Office

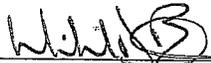
**INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING  
AND SUPPRESSION PERSONNEL AND EQUIPMENT**

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BOARD OF FIRE COMMISSIONERS  
FOR THE NORTH LAKE TAHOE  
FIRE PROTECTION DISTRICT

DATE: September 9, 2010

ATTEST:

BY:   
\_\_\_\_\_  
Michael D. Brown

  
\_\_\_\_\_  
Chief Deputy Clerk

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

**INTERLOCAL AGREEMENT**  
**Extraditions**

This agreement ("Agreement") is made and entered into on the last date of governmental approval reflected herein, by and between the County of Washoe ("County"), a political subdivision of the State of Nevada, on behalf of the Washoe County Sheriff's Office ("WCSO"), and the City of Sparks, a municipal corporation ("Sparks"), on behalf of the Sparks Police Department, ("SPD").

WHEREAS, WCSO performs extraditions of prisoners on a regular basis; and

WHEREAS, WCSO processes the extradition of approximately 80 prisoners and their related files for SPD each year on a regular basis; and

WHEREAS, extraditions instituted by SPD can be done more cost-effectively using the resources and contacts of WCSO; and

WHEREAS, the parties desire that WCSO arrange extraditions for SPD and transport prisoners within Nevada and from states outside Nevada; and

WHEREAS, SPD agrees to compensate WCSO for the arrangement of extradition and transporting such prisoners,

NOW, THEREFORE, the parties agree as follows:

Statutory Authority. Nevada Revised Statutes 277.080 through 277.180 authorize 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 authorizes the sharing of resources between public agencies.

1. General Agreement. To the extent funds are available from the SPD and at the request of SPD, WCSO shall arrange for extradition and shall transport of prisoners as provided herein. The WCSO shall use reasonable efforts to arrange the most cost-effective transportation available.

2. Administration Fee. Extradition requested by SPD will be charged a \$95.00 flat administration fee per file, regardless of whether transportation occurs.

3. Prisoners within Nevada. Extradition of prisoners within Nevada is subject to the following provisions:

(a) WCSO shall transport such prisoners using its personnel or provide other personnel for such transport at its own expense, except that the SPD may provide personnel for such purposes upon request by either agency.

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(b) SPD shall pay WCSO a \$95.00 flat Administration Fee as described in Paragraph 2.

(c) SPD shall pay the "Actual Costs" of transportation relating to the extraditions. Actual costs may include, but are not limited to: Commercial airfare, private transportation, mileage, per diem, aircraft rental, vehicle rental and "Hourly Wage" associated with WCSO personnel.

(1) Hourly wage will be \$51.74 per hour, per deputy/officer. These wages shall be waived if SPD provides all the personnel to conduct an extradition.

(2) "Hourly Wage" shall be shared pro rata between WCSO and SPD, if WCSO prisoners are extradited concurrently with SPD prisoners.

(d) "Actual Costs" shall be shared pro rata between WCSO and SPD, if WCSO prisoners are extradited concurrently with SPD prisoners.

4. Prisoners outside the State of Nevada. Extradition of prisoners in states other than Nevada is subject to the following provisions:

(a) WCSO shall transport such prisoners using its personnel or provide other personnel for such transport at its own expense, except that the SPD may provide personnel for such purposes upon request by either agency.

(b) SPD shall pay WCSO a \$95.00 flat Administration Fee as described in Paragraph 2.

(c) WCSO shall pay the cost of transportation and shall bill the State of Nevada ("State") for reimbursement of those costs. WCSO is entitled to retain all reimbursement funds it obtains from the State.

(d) SPD shall pay the "Hourly Wage" as set forth in paragraph 3(c)(1) and (2) for WCSO personnel conducting extraditions on behalf of SPD.

(e) SPD shall reimburse the WCSO for actual costs not reimbursed by the State of Nevada for extradition of out of state transportation of prisoners.

5. Basic Allocation; Quarterly Payments; Maximum Amount Payable; Exceptions.

(a) The amount which SPD may pay annually to the WCSO pursuant to this Agreement shall not exceed THIRTY THOUSAND DOLLARS (\$30,000.00) per fiscal year (July 1 – June 30), except that the Chief of Police of Sparks may authorize additional payments to WCSO pursuant to this Agreement.

(b) Quarterly Payments. SPD shall continuously monitor the sums due and payable to WCSO under this Agreement. SPD shall calculate the amount owed to the WCSO for each quarter and submit payment to WCSO within 60 days after the end of the quarter. When making a quarterly payment, SPD shall inform WCSO of the balance remaining for the fiscal year. Quarterly payments are due based upon the County's fiscal year which is July 1 through June 30.

6. WCSO has no duties if SPD expends all sums available for the payment to WCSO.

(a) SPD shall immediately notify the WCSO in the event it has expended \$30,000.00 in a fiscal year pursuant to the terms of this Agreement, and (b) whether the Chief of SPD has authorized the appropriation of additional money for the fiscal year. SPD shall provide written notice thereof to the Washoe County Sheriff, 911 Parr Blvd., Reno, NV 89512 and in accordance with Paragraph 13 of this Agreement.

(b) In the event that \$30,000.00 is expended in a fiscal year under the terms of this Agreement and no additional money is appropriated, WCSO shall be under no obligation to assume any duties to arrange extraditions, transport prisoners, pay travel costs or perform any other acts pursuant to this Agreement. WCSO shall finish all SPD extraditions in progress when it receives notice pursuant to sub-paragraph (a) immediately above. The SPD shall pay the WCSO for such service from any fund allowed by law.

(c) Upon notice under Paragraph 6(a), WCSO may terminate this Agreement for the remainder of that fiscal year by sending a notice of termination to the Sparks Police Chief, Steve Keefer.

(d) If additional money for payment of the duties under this Agreement is provided, the parties shall continue performance under this Agreement until such additional funding is exhausted.

7. Retroactive Payments Permitted. At the sole discretion of SPD, this Agreement may be applied retroactively to extraditions performed by WCSO within the six months prior to its effective date. Nothing in this Agreement or this paragraph requires SPD to pay WCSO for any extraditions prior to such effective date, and the decision to make such voluntary payments rests entirely with SPD.

8. Agreement Does Not Limit Authority of SPD. Nothing in this Agreement negates or limits the authority of SPD to arrange and/or perform any extraditions using its own personnel or persons from any law enforcement agency other than the WCSO.

9. Termination. This term of this Agreement is from its effective date up to and including June 30, 2013, unless terminated at an earlier date by one or both parties. This Agreement may be terminated by written agreement of termination executed by both parties, and it may also be terminated by one party serving the other party with written

notice of termination in a manner described in paragraph 13 thirty (30) days prior to effective date of termination.

10. Partial Invalidity. If any non-material term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

11. Entire Agreement. This Agreement constitutes the entire contract between the parties hereto and may not be modified except by an instrument in writing signed by the party to be charged.

12. Construction. The Parties and their professional advisers have prepared this Agreement jointly. The Parties and their respective advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor of or against any Party.

13. Notices. Any notice or other communication required or permitted to be given under this agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. All notices shall be deemed received upon actual receipt. Notices shall be directed to the Sheriff of Washoe County and/or the Sparks Police Chief at their respective business addresses.

14. Individual Liability of Participating Agencies.

A. Each participating agency agrees that it will be responsible to the extent required by law for any liability or loss that may be incurred as a result of any claim, demand, cost or judgment made against that agency arising from any negligent act or failure to act by that agency's employees, agents or servants in connection with work or responsibilities performed pursuant to this Agreement. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS Chapter 41.

B. Each participating agency shall be solely responsible for the following costs, expenses and liabilities related to its employees, agents or servants:

1. Withholding income taxes, FICA or any other taxes or fees
2. Industrial insurance (Worker's Compensation coverage)
3. Participation in any group insurance plans available to employees
4. Contribution to the Public Employees Retirement System
5. Accumulation of vacation leave or sick leave
6. Unemployment compensation coverage provided by the participating agencies.
7. Any other cost, expense or liability related to its employees, agents or servants.

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

IN WITNESS WHEREOF, the Parties hereto have approved this Agreement and have caused this Agreement to be executed by their respective officers on this 23<sup>rd</sup> day of August, 2010.  
12<sup>th</sup> October

**CITY OF SPARKS**

Gino R. Martini  
Gino Martini, Mayor, City of Sparks

ATTEST:



Cairie Brooks  
Sparks City Clerk

Approved as to form:

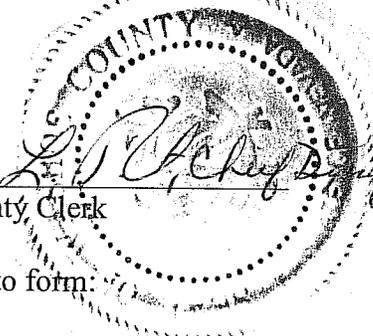
[Signature]  
Sparks City Attorney

**COUNTY OF WASHOE**

David E. Humke 10/12/10  
David E. Humke, Chairman, Board  
of County Commissioners

ATTEST:

Laney L. P. [Signature]  
Washoe County Clerk



Approved as to form:

Melanie [Signature]  
Washoe County District Attorney

7/1/13

## INTERLOCAL AGREEMENT

1. PARTIES This Interlocal Agreement ("Agreement") is entered into between Washoe County, by and through its duly constituted Board of County Commissioners ("County"), and Washoe County School District, by and through its duly constituted Board of Trustees, a local government as defined in NRS 354.474 ("District"), and all parties are hereafter occasionally referred to as "the Parties."

2. RECITALS

2.1 The Parties are public agencies under NRS 277.100;

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

2.3 NRS 355.168 and 355.175 authorize the County's Treasurer ("Treasurer") to invest by pooling any money held by the Treasurer for local governments, including that of the District;

2.4 District desires to have certain monies deposited with Treasurer to be pooled with monies of County and other local governments for investment in County's pooled investment fund ("Fund"); and

2.5 County and District desire to enter into an agreement to set forth the terms and conditions upon which said monies are to be pooled and invested.

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

4. AUTHORIZATION TO POOL AND INVEST District hereby authorizes County and Treasurer, and County and Treasurer agree, to invest certain monies tendered by District in the Fund without compensation pursuant to the terms and conditions hereof.

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

6. INVESTMENTS AND ALLOCATION

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

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

7. PROCESSING DISTRICT'S DEBT PAYMENTS

7.1 District shall be solely responsible for monitoring the status of its bond issues and determining if and when it is appropriate to call said bond issues. Until District advises Treasurer in writing that it is calling a bond and directs Treasurer to cease payments, Treasurer shall process bond payments in accordance with instructions of issuance.

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

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

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

10. WITHDRAWALS AND TERMINATION

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

10.2 This Agreement may be terminated by either party upon thirty days (30) written notice or upon the enactment of any law inconsistent herewith. The value of the Fund at the expiration of said thirty (30) days shall determine the prorata value of District's monies, including earnings and losses, available for withdrawal. Notwithstanding the thirty (30) day notice, said withdrawal of District's monies from the Fund shall occur over that period of time

which in the reasonable determination of Treasurer is necessary to protect the Fund's other investments from risk and loss in accordance with sec. 10.1 above, not to exceed eight (8) months. The party electing to terminate this Agreement shall pay all penalties, losses and third-party-expense related to said withdrawal.

## 11. INDEMNIFICATION/HOLD HARMLESS

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

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

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

11.4 District agrees that it is investing at its own risk and that past performance is no guarantee for future performance. District agrees to hold the county harmless from all claims, suits, actions, costs, losses, penalties, taxes and liabilities, including court costs and attorney's fee, arising from or related to investment performance under this Agreement.

## 12. MISCELLANEOUS PROVISIONS

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

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

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

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

litigation, including reasonable attorneys' fees.

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

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

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

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

Washoe County School District  
425 East Ninth Street  
Reno, Nevada 89520  
Attention: Gary Kraemer

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement.

**WASHOE COUNTY**

**WASHOE COUNTY SCHOOL DISTRICT**

Dated this 12<sup>th</sup> day of Oct., 2010

Dated this \_\_\_ day of \_\_\_\_\_, 2010

By: *David Humke*  
David Humke, Chairman  
Board of Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_, President  
Board of Trustees

ATTEST:

*Dorey L. P. Chief*  
*Deputy County Clerk*

ATTEST:

\_\_\_\_\_

97K(1)

## INTERLOCAL AGREEMENT

1. PARTIES This Interlocal Agreement ("Agreement") is entered into between Washoe County, by and through its duly constituted Board of County Commissioners ("County"), and the Regional Transportation Commission, by and through its duly constituted Commission ("RTC"), and all parties are hereafter occasionally referred to as "the Parties."

### 2. RECITALS

2.1 The Parties are public agencies under NRS 277.100.;

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

2.3 NRS 354.474 provides that local governments are subject to the Local Government Budget Finance Act.

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

2.5 RTC desires to have certain monies deposited with Treasurer to be pooled with monies of County and other local governments for investment in County's pooled investment fund ("Fund"); and

2.6 County and RTC desire to enter into an agreement to set forth the terms and conditions upon which said monies are to be pooled and invested.

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

4. AUTHORIZATION TO POOL AND INVEST RTC hereby authorizes County and Treasurer, and County and Treasurer agree, to invest certain monies tendered by RTC in the Fund without compensation pursuant to the terms and conditions hereof.

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

### 6. INVESTMENTS AND ALLOCATION

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

10-9-14

7K(2)

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

7. PROCESSING RTC'S DEBT PAYMENTS

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

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

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

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

10. WITHDRAWALS AND TERMINATION

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

10.2 This Agreement may be terminated by either party upon thirty days (30) written notice or upon the enactment of any law inconsistent herewith. The value of the Fund at the expiration of said thirty (30) days shall determine the prorata value of RTC's monies, including earnings and losses, available to be distributed to RTC. Notwithstanding the thirty (30) day

notice, such distributions of RTC's monies from the Fund shall occur over that period of time which in the reasonable determination of Treasurer is necessary to protect the Fund's other investments from risk and loss in accordance with sec. 10.1 above, not to exceed eight (8) months. The party electing to terminate this Agreement shall pay all penalties, losses and third-party-expense related to such distributions.

## 11. INDEMNIFICATION/HOLD HARMLESS/WAIVER

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

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

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

11.4 RTC agrees that it is investing at its own risk and that past performance is no guarantee for future performance. RTC knowingly and intentionally waives any right to assert , all claims, suits, actions, costs, losses, penalties, taxes and liabilities, including court costs and attorney's fees, which are alleged to arise from or are related to investment performance under this Agreement.

## 12. MISCELLANEOUS PROVISIONS

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

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

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

12.4 In the event either party brings any legal action or other proceeding with respect to the breach, interpretation, or enforcement of this Agreement, or with respect to any dispute

relating to any transaction covered by this Agreement, the losing party or parties in such action or proceeding shall reimburse the prevailing party or parties therein for all reasonable costs of litigation, including reasonable attorneys' fees, as may be determined by the Court.

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

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

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

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

Regional Transportation Commission  
Attention: Tom Taelour, CFO  
2050 Villanova Drive  
Reno, Nevada 89502

Either party may change its designated representative or its address for notice by written notice given in accordance with the foregoing provisions.

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement.

**WASHOE COUNTY**

Dated this 12<sup>th</sup> day of Oct., 2010

By: *David Humke*  
David Humke, Chairman  
Board of Commissioners

ATTEST:

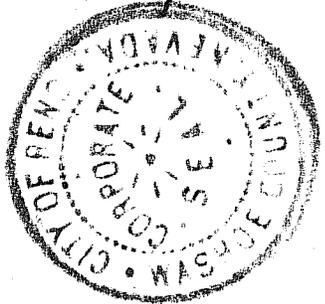
*James H. ...*, Chief  
*County Clerk*  


**REGIONAL TRANSPORTATION  
COMMISSION**

Dated this 28 day of October, 2010

By: *David Aiazzi*  
David Aiazzi, Chairman  
Commission

ATTEST:

*Symmett R. Jones*  


10-944

7K(2)

The attached Resolution lists those properties for which the benefits of public ownership outweigh the proceeds, which would otherwise be derived from sale to the general public.

A copy of the 2010 Tax Delinquent Lands Book, which identifies all properties held in trust by the Treasurer, is available for the Board to review. The book is on file in the Manager's Office.

On September 14, 2010 the Washoe County Commissioners approved 521 tax delinquent parcels to be auctioned. Government entities have requested that 23 parcels be withheld. Engineering has requested that we add back one parcel previously withheld from sale.

**FISCAL IMPACT**

The eventual net impact to the general fund for lot book fees for the 1 parcel going to auction in 2011 should be zero, as the cost is added to the amounts due on the parcel, and is recouped when the taxes are brought current, either by the owner, or at the time of sale.

**RECOMMENDATION**

It is recommended that the Board of County Commissioners:

Authorize Washoe County Treasurer to Auction a delinquent parcel held in Trust that was previously withheld from sale and Approve and Execute Resolution Authorizing the Washoe County Treasurer to Auction real Property held in Trust Due to Property Tax Delinquencies and Other Matters Properly related thereto.

**POSSIBLE MOTION**

Authorize Washoe County Treasurer to Auction a delinquent parcel held in Trust that was previously withheld from sale and Approve and Execute Resolution Authorizing the Washoe County Treasurer to Auction real Property held in Trust Due to Property Tax Delinquencies and Other Matters Properly related Thereto.

A RESOLUTION AUTHORIZING THE COUNTY TREASURER TO AUCTION REAL PROPERTY HELD IN TRUST DUE TO PROPERTY TAX DELINQUENCIES AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, after the expiration of the period of redemption for tax delinquent parcels of real property, the county tax receiver is required to execute and deliver deeds conveying title to such property to the county treasurer in trust for the use and benefit of the state and county, (NRS 361.585); and

WHEREAS, upon the order of the board of county commissioners entered upon the record of its proceedings, such tax delinquent parcels held in trust by the Treasurer

10-24-10

may be conveyed in the manner required by state law after proper notice is given, (NRS 361.595)

NOW THEREFORE BE IT HEREBY RESOLVED by the Washoe County Board of County Commissioners as follows:

1. The Washoe County Board of County Commissioners finds that auctioning the parcel previously withheld would serve the public as stated in the summary.

3. If some irregularity or circumstance arises before the auction such that in the opinion of the Washoe County Treasurer the public interest would best be served by withdrawing such a parcel from a sale or transfer, the Washoe County Treasurer is hereby expressly authorized to make such a withdrawal on behalf of the county. The Treasurer shall report to the board in writing his or her decision to make such a withdrawal and shall state the reasons for the decision. The board may thereafter permit the parcel to remain in trust for the benefit of the state and county or may again order it be sold or transferred.

ADOPTED this 12<sup>th</sup> day of Oct., 2010 by the following vote:

AYES: Hunke, Weber, Larkin, Brotenitz, Jung

NAYS: Ø

ABSENT: Ø

ABSTAIN: Ø

*Paul Mohr*  
Chairman  
Washoe County Commission

ATTEST  
  
*Dorey L. R.*, Chief Deputy  
County Clerk