

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

TUESDAY

8:30 A.M.

DECEMBER 14, 2010

PRESENT:

**David Humke, Chairman\***  
**Bonnie Weber, Vice Chairperson\***

**Bob Larkin, Commissioner**  
**Kitty Jung, Commissioner**  
**John Breternitz, Commissioner**

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

The Washoe County Board of Commissioners convened at 8:30 a.m. in special session in the Commission Caucus Room of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

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

**10-1069      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 spoke about the Humane Society and the hundreds of adoptable pets waiting for good homes.

**10-1070      AGENDA ITEM 4**

**Agenda Subject: “Discussion of financial and operational sustainability, including a review of the necessary elements of sustainable financial and operative plans; national trends in local government financial sustainability; and, possible direction to staff regarding financial strategies.”**

Due to the absence of Chairman Humke and Commissioner Weber Commissioner Breternitz presided.

Katy Simon, County Manager, presented a PowerPoint presentation that was placed on file with the Clerk. She thanked Darrin Conforti, Budget Manager; John Sherman, Finance Director, and the finance department for their work regarding how to approach the issue of financial sustainability. She said the Board reminded them last year at the Board workshop retreat that organizational sustainability and financial sustainability were key goals for the County for the foreseeable future.

Ms. Simon introduced Dr. James Svava, Arizona State University, who was bringing together academics from around the country to look at specific challenges and problems in local government and public administration.

**8:36 a.m.**      Commissioner Weber arrived at the meeting.

Ms. Simon stated she would show how the county had grounded itself regarding fiscal stabilization so far and review a proposed organizational and financial sustainability plan. She said she would also review what the Organizational Effectiveness Committee (OEC) had been doing.

Ms. Simon began by saying there would be a series of three workshops held to discuss the future of county government. The first workshop on November 9, 2010, centered on discussions regarding employee compensation, pay and benefits, and the trends were, both locally and nationally, in public sector compensation. She introduced Richard Bostdorff, who provided questions from the last workshop that she would like to be able to discuss. She explained Mr. Bostdorff would be carrying forward some of the trends and themes shown in the workshop series and help pull it all together at the end of the series.

Ms. Simon stated today’s workshop on organizational and financial sustainability was the second in the series. The third would deal with relationships – relationships between state and local governments, governments and citizens, expectations of citizens from their government, the role of governments in the future, and governments to businesses. On the 18th of January they were planning a summary workshop to pull all this together into a strategic plan. She thought all challenges would merit a deeper review from the Board.

Commissioner Larkin noted there were department heads present and thought it would be appropriate to discuss those issues at this time. Ms. Simon stated she wanted the Board to have interaction with the department heads and elected officials. She felt there would be an opportunity to do that at the January 18, 2011 BCC meeting. Commissioner Larkin felt the 18th would be an appropriate time before the real budget season started.

Commissioner Breternitz said he wanted to be sure the County did not lose sight of the goal to become a sustainable structure. He believed department heads played a major role in that and their feedback helped. He envisioned the County would not look the same in 10 years, and he thought the challenge was a great opportunity for Washoe County and the people the Board represented to change.

Ms. Simon stated at the first workshop they looked at employee pay and benefits and discussed the salary survey. She explained it was the Board's policy that the middle of the market range be the top range for county employees' salaries. She said health insurance was of significant importance as a cost-driver for the county and it was also important to the Board. New ideas were discussed with regard to health savings accounts, high deductible plans, health reimbursement accounts, and moving towards a paid time-off system rather than having discreet vacation and sick leave accruals, which was a trend happening nationally.

Ms. Simon next went over national trends regarding creating sustainability. Washoe County was at the front of the curve and she thanked the Board for allowing this conversation because it was critical to the success, effectiveness and viability of local government. She said Dr. Svara's research revealed the County already had features in place that were just now being discussed by other entities. She said even though the County had to focus on balancing the budget for one year, she did not want to run the risk of ignoring the long-term future. She reiterated that stability was not really the goal anymore, sustainability was.

Dr. Svara commended the Board for devoting the time and attention needed for turning strategic planning into a series of workshops. He felt important discussions and ideas could develop between sessions and greater results could be achieved.

Dr. Svara noted the fiscal crisis was a major focus of the Alliance for Innovation (Alliance), the International City/County Management Association (ICMA), the Association of Local Government Administrators (ALGA), and the academic community with the Arizona State University as a partner in the Alliance. He said the main question was, what is financial sustainability, and how could it be incorporated into the budget process. The Alliance had been monitoring the work of twelve governments around the country to look at specific reactions and responses. In addition, they pulled together the results from the survey of the ICMA last year regarding the impact of the fiscal crisis, which was shown in the PowerPoint presentation. The respondents were asked how bad the fiscal crisis had been for them and it was up to the respondent to

indicate their condition. He thought everyone agreed Washoe County had been severely impacted by the financial crisis and only 10 percent of the cities and counties felt there had been a major impact, whereby they were forced to consider major changes. The National League of Cities (NLC) also conducted annual monitoring which indicated things were not getting better for local governments. The economy may be strengthening, but there were lots of factors that caused local governments to be slow in catching up with the changes and improvements in the economy.

Dr. Svara explained the property tax assessment and billing process lagged behind the changes in the economic activity. Sales taxes were getting a little better, but were still down from 2009. He said while counties circumstances continued to be challenging, other levels of government could make decisions, particularly state governments, which could increase the impact and make the situation more complicated.

Dr. Svara quoted Bob O'Neill, ICMA Executive Director, who said well-run organizations not only survive economic downturns but also create the momentum required to excel. Well-run organizations were in a better position to anticipate and respond early and in a more reasonable way. He thought Washoe County was very well positioned to anticipate the changes occurring by using the system of goals and priorities already in place that could serve as a framework for making selective cuts and more thoughtful and proactive responses. Dr. Svara described briefly the most common measures taken by severity of impact of the fiscal crisis (shown as Figure 6 of the presentation).

Dr. Svara thought the argument could be made that by having a more comprehensive and balanced approach, a better tailored response could be provided, which may not be purely reactive. The budget crisis had been a compelling force for change because the resources were no longer in place to keep doing things the same way. The kind of changes made varied across local governments throughout the country, even those who were being impacted substantially.

**8:58 a.m.** Commissioner Larkin temporarily left the meeting.

Dr. Svara stated a response that emerged from academic research was local governments simply took a retrenchment approach in earlier periods, a purely reactive approach to make cuts across the board and eliminate vacant positions, which was different than a hiring freeze. That way they did not have to think about which programs were more important than others and which positions were more crucial, they just made cuts across the board and eliminated positions.

Dr. Svara noted that in the research that had been done so far regarding the current crisis it appeared local governments were taking a more proactive approach. According to the 2009 survey about 60 percent of local governments made targeted reductions with selective choices, although approximately half had also made cuts in all departments. He thought the increase on the part of local governments to provide a more proactive approach to dealing with the problem was a good sign. Only one in five relied

on across-the-board cuts alone. He said they were beginning to see signs of some creative and innovative responses to the crisis and not just changes in response to problems. He thought the county was changing focus to look at those issues more clearly and that was an important step. In Phoenix they had made substantial cuts in the budget and in the elimination of positions, which meant a lot of people got shifted around as they prioritized which positions should be retained and which should be eliminated.

Dr. Svara reported on a recently created innovation and efficiency committee chaired by two department heads, eight staff members and six appointed citizens. It worked very well, because staff members got ideas from the citizens and the citizen members got a better understanding of what had already been done and what the complexities and obstacles were. Another approach they were beginning to see was employing idea generation by using technology to provide a shared discussion about ways that operations could be improved.

Dr. Svara said one of the most important new approaches that held great promise for the future and Washoe County was the creation of new partnerships with businesses, non-governmental organizations, other governments and citizens. He said by moving into this new phase they were also seeing priorities guiding a proactive response. Identifying the body of core services that the County was committed to was an example of that new kind of approach and that core services were not simply a reversion to things that had been done before. He said the idea of thinking about this problem in terms of financial sustainability added another new dimension to thinking about the fiscal crisis.

**9:05 a.m.** Commissioner Larkin returned to the meeting.

Dr. Svara said the Governmental Accounting Standards Board (GASB) had for the last couple of years talked about the concept of financial sustainability in their work. They identified potential changes in the information they collected. They asked governments to report on their current financial condition, but they were also identifying the need for more information about future viability and sustainability. He reported they were going to develop new standards that would be included in the Comprehensive Annual Financial Report (CAFR). The current reports being developed by cities contained most of the information that was needed to assess financial positions, but not enough information about financial capacity and little information about service capacity.

Commissioner Larkin stated right now GASB included an inter-generational ratio and he wondered if that was an extension of the inter-generational ratio. John Sherman, Finance Director, stated not only that, but inter-generational liabilities were also included. He explained one of the programs they put in place was GASB45, which was the recognition of liability for future generations. Commissioner Larkin stated he had asked previously for a review of the appropriate ratios and metrics which would be appropriate for elected officials. Mr. Sherman stated that was embedded within the sustainability plan. Commissioner Larkin requested to have the information by the January 18, 2011 scheduled meeting.

Dr. Svava thought a key point about GASB was that issues were under discussions regarding core services that counties were committed to. He felt counties needed to provide some sort of certainty in terms of staff development, infrastructure and technology, and organizational capacity in order to be able to follow through on those commitments. He knew Washoe County had a strong commitment and a high level of activity in the area of sustainability as it applied to the environment, social opportunities and development. He thought the core notion of sustainability was very relevant to thinking about financial challenges, which would cause the County to look at carrying through on those commitments with reduced resources. A new service, new program or incentive must be weighed not only against the availability of funds to pay for it now, but to look at what the long-term costs would do to the organization's capacity to provide those services in both good times and bad.

Dr. Svava stated through the work of the Alliance they looked to Washoe County to be a leader. If this approach was one that this Board felt they wanted to support and move forward, he was certain that the Alliance would want to share what Washoe County was doing with other members. He felt coming up with measures was the challenging part, and the specific metrics that were chosen may or may not be precisely the right ones, but it was critical to make the effort.

Commissioner Breternitz commented he realized a glaring omission from the presentation in terms of discussions taking place with employee associations. He believed a major part of the County's success would hinge upon sharing all this information with the employee associations. He thought the associations should sit down with the Board as equal partners to glean ideas from each other and have an open dialogue, instead of them sitting in the back and not being a real player. He reiterated it was important to hear from the people that had the capacity to make some of the changes necessary to make Washoe County sustainable.

Ms. Simon stated there was an employee representative on the OEC. Commissioner Larkin thought maybe it would be appropriate to ask the associations what format they would like and how they would like to be included. Ms. Simon thought those were good ideas and said she would work on the logistics.

Richard Gammick, District Attorney, said redefining government to determine what local governments should do by way of surveys from employees, department heads and citizens who wanted to protect their own turf could wind up skewed and slanted. Dr. Svava said Washoe County was taking that approach in order to receive broad input.

Commissioner Weber stated one of the comments made was to look at weighing our current availability of funds. She wondered if the County did that or was the County making changes as an opportunity to change government from the way it was. She was not sure that when good times returned, that would have a positive effect.

Ms. Simon said she thought that was something departments integrated into their strategic planning processes. She believed that was one of the questions to ask departments, not just about their budget, but about their strategic view and perspective. She said early in the budget crisis, departments were asked to not only prioritize their reductions, but also prioritize their investments in the event the County returned to better times.

Commissioner Larkin stated the next Legislative session was probably going to be one of two sessions that could most likely change the course of Nevada and local governments. He said one of the discussions he hoped would be dealt with was mandated services. One of the most troublesome to him has been the reliance upon justifying core services, based upon mandated services. He requested the County drop all discussions related to mandated services and focus on what County government should look like. Commissioner Jung said one of the strategies the OEC came up with was to look at what does the County want to do, what do people need us to do, and what could be changed to accomplish it. She said they were also looking at the risks involved with the question of not fulfilling mandated services. District Attorney Gammick said that the commissioners may not go to jail, but department heads could and he wanted the Board to keep that in mind. He felt mandates had very serious repercussions, but if it could get worked out at the Legislature that would be great. He thought the County should make sure department heads did not end up on the firing line.

Mr. Sherman stated the Board set an objective of having organizational and financial sustainability and his presentation was a result of the research staff did in proposing a financial sustainability plan for the Board's consideration. He said they looked at GASB's work, the Government Finance Officers Association's work, the ICMA's work and national organizations that were grappling with this issue. As Dr. Svara pointed out, it was just beginning to emerge as conceptual framework, not how to practice it. He said they looked at the mission of this organization, because clearly the mission drove how to structure sustainability. The mission was to have a healthy, safe and secure community. This organization was not about the "organization;" it was about what the County did for the community. The vision was: "Washoe County is the best place in the country to visit, work, recreate, live and invest." He noted the groundwork put into the financial sustainability plan was how to achieve the vision through the mission.

Mr. Sherman reported almost 40,000 jobs were lost in the community, approximately \$41 million was lost in sales tax revenue, 7,000 homes were in foreclosure, and there was a 21 percent decline in assessed value. He said \$25 million was lost in property tax revenue to the State of Nevada in their attempt to balance their budget. The County experienced a 30 percent increase in health insurance premiums from 2006/07 to 2009/10, which resulted in a huge increase to the cost structure. To deal with all those issues, he said the County had to prioritize budget cuts using a tiered structure with public safety receiving the smallest percentage of cuts to culture and recreation taking the largest percentage of cuts. He noted the County was fortunate to have voluntary wage concessions from all employee groups; position counts were reduced by

20 percent (725 positions); major capital projects were cancelled; and, the health plan was redesigned to increase deductibles.

Darin Conforti, Budget Manager, stated they were looking for general feedback from the Board on the direction they were pursuing and then they would bring more specific actions to the BCC meeting on January 25, 2011. On that date, they would also present information to talk about the budget position for fiscal year 2011/12 and the proposed action plans.

Mr. Conforti said the concept of sustainability in governments was so novel, they could not find an applicable definition. The definition they came up with was based on the research they found, which was broader than whether or not we were just cutting budgets and adding to budgets. A sustainable organization was an organization that had the capacity to fulfill the Board's mission and objectives and to provide necessary public services in the present and in the future.

Mr. Conforti said they could not find a definition for financial sustainability; however financial sustainability was kind of a sub-definition of the concept of organizational sustainability. Their definition for financial sustainability was: "it was using resources in the present to provide services that the public supports without creating future public burden in the form of increased taxes or service reductions to maintain most services." The ultimate measure of financial sustainability in government was the willingness of the public to pay taxes. The way government used tax dollars linked back to the notion of organizational sustainability and the services provided. Governments did not want to use their finances in a way that forced them to make choices in the future to reduce the commitment they made by either having to cut service levels or to increase taxes.

Commissioner Larkin stated he was buying into the financial sustainability argument but not the organizational sustainability, because that assumed an organization needed to be sustained and current services were going to remain the same. He said in his opinion, it was correct, but to discuss it and define organizational sustainability at this time was pre-mature. He was not saying it was not a good definition, but it had too many embedded assumptions that had not been fully vetted yet.

Ms. Simon stated she felt it did not have those assumptions. She believed it would take the work of managers, department heads, employees, commissioners, and elected officials to determine the necessary services the County would provide. Commissioner Larkin said he believed that was not what was said. He said if the County was going to move forward, a frank discussion about what was on the table had to take place. If the County started out with a pre-determined definition, we could end up going down a road that would not lead to a successful outcome.

Mr. Conforti stated it was not their intention to embed assumptions about the current service portfolio. He said his presentation regarding the action points, where

he talked about core services, would actually get to the very challenges presented to the organization.

Commissioner Breternitz thought actively and consciously establishing a baseline was missing. Whether services were mandated or non-mandated, establishing a baseline of services that was predictable and consistent would give the County something to monitor and modulate. Mr. Conforti stated the question of money would be what constituted necessary public services. Ms. Simon added that those services could change over time based on public expectations.

Mr. Conforti said there was some sort of framework definition of financial sustainability, but the question to consider was if Washoe County was financially sustainable under that framework, or whether we should create our own. The GFOA had some standards, but even their standards were so broad they were not meaningful to an operation in the sense that a plan could be developed. He reported staff performed a 20-year analysis on revenues and expenditures in the County's General Fund to see what the trends were. After reviewing the present to historic averages, they came up with six metrics.

Mr. Conforti said there was a logical grouping to the metrics. The first grouping was the percent of General Fund budget for salaries and benefits; the second for services and supplies; and, the third for capital and infrastructure. He explained the graph captured how the County used taxpayer dollars to finance the underlying costs to direct services in the community. He said the County was heavily skewed towards salaries and benefits and under financing what was needed for capital and infrastructure. He said that was clearly what they saw as being at risk in the financial portfolio for being sustainable.

Commissioner Larkin said that the underlying assumption was that we were sustainable in the past. Mr. Sherman said there was a relationship and factors of production to deliver public services; people, materials, tools and facilities. If those were unbalanced then it would become skewed. He gave examples of not having materials to fix roads and deteriorated buildings for people to work in. Those were tools and facilities needed to produce services and that was the relationship they were looking at.

Mr. Bostdorff stated the question becomes how Washoe County was doing compared to other governments. Mr. Conforti said it was difficult to determine. Even the metrics were skewed, because they were talking about \$300 million spent over 35 different business units. He stated if the County was at 75 percent for services and supplies, employees may be underfunded. He said there were no "magic metrics" or "golden answer"; only the question of what the services were and the costs to provide those services.

Mr. Conforti said a sustainable organization had a balanced mix of direct services and support services. He explained the budget being reduced through prioritization over the years, reduced many of the support services at a greater rate than the direct services. As a result, direct services were now at risk of not receiving the

necessary support services to effectively and efficiently deliver those services. He cautioned the County was not at an unsustainable point now, but support services were categorized as payroll, computer technology, and Human Resources; the threads that go through all direct service departments.

Commissioner Larkin inquired if the support service costs were out of line. Mr. Conforti stated there was that assumption when they used historical data. Commissioner Larkin said the County was going in the right direction, but needed to dig deeper because the support costs could definitely be out of balance.

Mr. Sherman stated investments, whether direct or indirect, were not to be considered the best that could be done. He believed government should always push for improved efficiencies and effectiveness, too. Ms. Simon said there was benchmarking information, but they wanted to make sure the Board had the tools to achieve positive conditions and appropriate targets. Mr. Bostdorff said it was important to identify if the core services were labor intensive or capital intensive. Mr. Conforti responded that it was hard to create a dashboard that would give an appropriate reading across all services.

Mr. Conforti stated most people looked at financial sustainability as having sufficient cash to buffer against any unexpected circumstances. If current expenses were exceeding current revenues, cash would diminish. If revenues were exceeding expenditures, cash would grow. The County built up cash and then drew down those fund balances so the organization would not have to be cut as fast as the revenues were falling. He informed the Board the County's current cash position was right in the middle of where the GFOA said it should be which was a performance measurement showing how finances were being managed within the organization. He believed it was no surprise that based on current conditions the County was going to continue to chew up cash. What to do with the current fund balances was the key question. He felt the fund balances should be used to redefine the business of government. If they were used to subsidize the ratio, financial sustainability would not be obtained. Commissioner Larkin inquired if the County could bring up the ratio. Mr. Conforti said it could be done.

Mr. Conforti reminded the Board that last year the County used a three-point strategy plan; operating reductions, labor cost savings and redirected revenues and reserves into the General Fund. That strategy gave the Board the maximum flexibility to balance the budget.

Mr. Conforti said instead of just using revenues and reserves to reach the debt that might require reductions, he suggested the Board would want to look at using fund balances to make investments and long-term changes. Hopefully, that would put the County on a path to sustainability. He reiterated the action points being proposed to help fulfill that strategy; core service funding, balanced investment, employee development and structural cost change, investments, and long-term changes. He believed there was a need to define core services and then create a balance in the mix of direct services, which may not be the current services provided. Core service funding did not negate priority-base funding; it was seen as a compliment to priority-base funding. He said the Board

would have to make priority-base choices within core service funding. It did not make sense to keep making short-term choices of underfunding necessary capital outlay to maintain buildings or to maintain technology, to avoid making more difficult choices.

Mr. Conforti said if infrastructure began to show signs of deterioration, more resources would need to be channeled in that area over the next three years. Commissioner Larkin added, or the County could decide to not provide the service. Mr. Conforti said that was correct if it was a service that could be eliminated. He thought the vexing question was if a service was not core, was it sustainable to keep providing it. Commissioner Larkin commented the County could decide libraries were core services, but not sustainable in their current structure.

Mr. Conforti stated the concessions negotiated last year with regard to labor cost management were going to expire and a new round of concessions to manage labor costs for fiscal year 2011/12 would need to be negotiated. He explained that had to happen not just because of the expiration of the existing concessions, but because growth in that area continued to outpace revenues. Turning this organization would take time, planning and money, but sustainability was all about continuous changes and continuous adjustments to current conditions. He said they were recommending that fund balances that were under the control of the Board be redirected in order to be invested to redefine the business of government. Also, to make investments in technology and other innovations that would improve the efficiencies of how services were provided.

Mr. Conforti stated investing in employees had suffered over the last four years of budget reductions. He believed the Board needed to show employees they were a valuable asset that delivered the services; their minds and their talents were what led to the innovations and the continuous improvement. Commissioner Jung noted the County wanted the employees' skills and abilities to be sustainable as well. He said some of these actions may bring about direct results in fiscal year 2011/12; other actions may have to have a timeline attached to them.

Mr. Bostdorff stated the data presented was good. He thought some of the discussions about how to redeliver core services would depend on what the labor structure looked like going forward. One of the things he looked for was what questions were raised and who was going to give the answers. He said Hay put together a very detailed description of the changes and the employees' expectations, which probably should be pulled into the next workshop. He informed the Board he made many notes to develop questions for the next workshop. He would then take his notes from all three sessions and put them together to determine how to redefine government and realize sustainability. He commented on the subcommittees and thought they could be very effective if everyone was fair about what was to be accomplished.

Commissioner Larkin stated it appeared to him the County had two things to accomplish; the upcoming 2011/12 budget and redefine core services. He would like to see a category called "core services in transition", because there may be some service now that was not a core service that the Board could decide needed to be a core service.

He noted that when the County went through the definition process, they would need to be very precise, because he believed once something was placed as a priority or a core service it tended to take on a life of its own.

Ms. Simon stated the charter of the OEC was to help define core services, not to go through the list of services the County provided and say yes or no to those services. They were not going to come to the Board with recommendations of services they felt were and were not core services.

There were no public comments on this issue.

**10:05 a.m.** The meeting recessed.

**10:18 a.m.** The Commission convened with Chairman Humke absent, 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 Board conducted the following business:

**10-1071      AGENDA ITEM 5 – HUMAN RESOURCES**

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

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

**Essentials of Support Staff**

Vallin Barry, Unity Clerk, Social Services  
Sally Johnston, Office Assistant II, District Attorney’s Office  
Tracy Sanders, Appraisal Assistant, Assessor’s Office  
Susan Shipman, Appraisal Assistant, Assessor’s Office  
Deanna Spikula, Office Assistant II, Social Services

**Essentials of Management Development**

Binnie Lopez, Social Services Supervisor, Social Services

**Essentials of High Performing Teams**

Julie Bender, Administrative Secretary, Regional Public Safety Training Center  
Binnie Lopez, Social Services Supervisor, Social Services

**Essentials of Personal Effectiveness**

Vallin Barry, Unity Clerk, Social Services  
Cecilia Gonzales, Office Assistant II, Social Services  
Hilary Haraughty, Deputy County Recorder  
Sally Johnston, Office Assistant II, District Attorney's Office  
Tracy Sanders, Appraisal Assistant, Assessor's Office  
Susan Shipman, Appraisal Assistant, Assessor's Office

There was no public comment on this item.

**10-1072      AGENDA ITEM 6 – MANAGEMENT SERVICES**

**Agenda Subject: “Certificates of Appreciation: Gene Brockman, Sam Males, Nancy Fennell, Erica Olsen and Bill Miller for their faithful service on the Washoe County Organizational Effectiveness Committee--Management Services. (All Commission Districts.)”**

Commissioner Jung read and presented a Certificate of Appreciation to Gene Brockman. She noted Sam Males, Nancy Fennell, Erica Olsen and Bill Miller were also being presented with Certificates of Appreciation, but they could not be present today.

Mr. Brockman thanked the Board for the award. He felt he took away more than he gave and that the Organizational Effectiveness Committee was a valuable tool for those who participated.

Katy Simon, County Manager, thanked Mr. Brockman for his service on the Charting Our Course Committee, for being a Trustee on the Incline Village General Improvement District (IVGID), and for being a dedicated public servant.

There was no public comment on this item.

**10-1073      AGENDA ITEM 7 – 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.”**

Kathleen Eagan, North Valleys Citizen Advisory Board (CAB) member, noted last night's three hour joint Neighborhood Advisory Board (NAB)/CAB meeting had been productive. She advised the citizens of the North Valleys respected the decisions the Commissioners had to make, even though they might not agree with all of them. She said they wanted to reinforce their desire to be represented as a County even though they were individual taxpayers. She stated the citizens wanted some services to be

consolidated, but they did not want to end up like San Francisco, California. She said the citizens wanted to hear loud and clear from the Commission that they were going to represent the citizens on County issues. She said they voted last night, even though they wanted a pool, to use that money to pay off their public bond. She stated that was better for the citizens because it would focus spending money on critical services. She thanked the Commission for its support.

Garth Elliott said an hour and a half was spent in the Caucus Room with the Commissioners and a lot of County staff discussing how the County could sustain services for its citizens. He advised the County Manager indicated the wages and benefits the County paid were about mid-stream of the national averages. He stated now was the time for the citizens to express their concerns to their representatives about the wages and benefits the County paid. He believed the national average and the pay scales for economies similar to the County's should be looked at.

Perry Di Loreto discussed his letter to the Commission, which documented his concerns with the new contract for the Reno-Tahoe Airport Authority (RTAA) President and Chief Executive Officer, Krys Bart, which included a pay increase and bonus. He said he had also appeared before the Reno and Sparks City Councils to raise public awareness regarding what he felt was an inappropriate action by the RTAA Board of Trustees due to the current economic situation. He indicated he was coming to the Commission because he believed it was appropriate for the Commission and the County Manager to address the issue. A copy of the letter was placed on file with the Clerk.

Sam Dehne spoke about local bureaucrats' salaries that were out of control, the layoffs, and unemployment compensation.

Pat Fling, Big Brothers Big Sisters, said she was speaking on Agenda Item 29. She stated while it might be tempting to dismantle the Washoe County Human Services Consortium, the process had been developed over many years. She said the Consortium was an innovative and collaborative method of pooling resources from the Cities of Reno and Sparks and Washoe County. She advised youth prevention services such as Big Brothers Big Sisters were also a good return on investment, because less money was spent to mentor youths versus locking them up in detention. She recommended the funding cycle should be extended from one year to three years, which would make more affective use of time for both staff and the volunteer committees that make the funding decisions. She said Big Brothers Big Sisters helped children stay in school and graduate, which pointed them towards a more successful future.

**10-1074      AGENDA ITEM 8**

**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, advised Agenda Item 9B, Cancelling the January 18, 2011 Commission meeting; Item 32, Agreement for Professional Consulting Services with The Carmen Group for Federal Lobbying Services; Item 33, Amendment No. 1 to Professional Services Agreement with The Carmen Group for lobbying services for flood issues; Item 41, District Attorney and Public Defender staffing of Department 15; Item 42, new District Attorney positions; Item 43, new Public Defender positions; Item 44, Alternate Public Defender position; and Item 55, discussion Garbage Franchise Agreement, were being pulled.

Ms. Simon wished everyone happy holidays. She thanked Amy Harvey, County Clerk, and her team for decorating the Commission Chambers. Ms. Harvey clarified Community Relations decorated the Commission Chambers. Vice Chairperson Weber thanked Kathy Carter, Community Relations Director, and her staff.

Commissioner Larkin asked Perry Di Loreto to restate his questions for the Board. He indicated if he got the gist of Mr. Di Loreto's letter, he would be asking for an agenda item for the first meeting in January 2011.

Mr. Di Loreto prefaced his comments by stating they were not directed at an individual, but at the circumstances as they existed. He asked, (1) if the Reno Tahoe Airport Authority (RTAA) was a public authority and therefore subject to public transparency; (2) why was the compensation package of the Chief Executive Officer (CEO) not public information if that was so; (3) what was the legal foundation for anyone to take the position the RTAA was not a public entity; (4) was the Commission, as the elected officials who appointed people to the RTAA, concerned with the lack of oversight and input once an appointment was made; (5) did the Commissioners think there should be some degree of accountability by the RTAA Trustees to the elected officials; (6) what public purpose was served by a lack of full disclosure and transparency if it was determined the RTAA was not a public authority; and, (7) if it should be determined the RTAA was not a public authority, should the community pursue changing that.

Commissioner Larkin asked if Mr. Di Loreto was requesting the Commission take up those questions. Mr. Di Loreto replied the Commission should use its own judgment as to the appropriateness of the compensation package, which was the same response he gave to Sparks City Councilmember Ed Lawson. Mr. Di Loreto also asked how the Commission felt about delegating the authority and the responsibility to appoint a person to a board and then being told by law the Commission could not interact or express opinions to that person, but could only stand back and let them do whatever they wanted to do. He asked if something should be done if that was the case, and he believed the situation needed to be aired out thoroughly.

Mr. Di Loreto acknowledged the Reno-Tahoe Airport, along with being a well run facility, was a tremendous economic engine for this community. He said sometimes public transparency got a little messy, but that was the system everyone lived under. He believed in doing things out in the open and in public and felt the Commission should address this issue.

Commissioner Larkin said he did not want to ask for an agenda item if the Commission had no authority to ask the questions even though the Commission appointed two Trustees. Melanie Foster, Legal Counsel, stated there was a very clear provision in the law that allowed the people the Commission appointed, such as the RTAA Board of Trustees, to exercise their own independent judgment when acting on matters that came before them. She advised there was nothing that prevented the Commission from asking the appointed representatives to come and report on the operations of the airport, on what they had been doing, and how the business was going. She did not know what advice the RTAA Board of Trustees might receive from their legal counsel regarding any obligation they might have to disclose to the Commission matters they had decided they would not disclose publically. She said she would be happy to provide the Commission with an overview of the law in so far as there was case law on the matter in Nevada or anything that might indicate the status of the RTAA. She stated the RTAA was created by a special act of the Legislature. She acknowledged the Commission appointed the two Trustees, but they had an independent obligation to that entity. By law they were to act in what they deemed to be in the best interests of the RTAA and of the public the RTAA served.

Commissioner Larkin said prior to appointing the Trustees, they agreed to come before the Commission periodically to report on what was going on at the Reno-Tahoe International Airport. He advised any reports were voluntary, because the law was specific that the Commission could not tell them what to do. He believed the Commission had an obligation to address the questions, because Mr. Di Loreto was not taking this on lightly, especially since he had already been before both the Sparks and Reno City Councils. He said it troubled him to look at this type of compensation package being offered when the person had a fraction of the responsibility the County Manager had, and especially since the County Manager's compensation was no where near what was deserved.

Commissioner Larkin requested a staff report be presented to the Board at the first meeting in January 2011, which would include a public records request from the District Attorney regarding the salary compensation if appropriate and an opinion on the public nature of this autonomous group. He also requested the Commission's two appointees to the RTAA Board of Trustees come before the Commission with an update, which would include how the compensation package was determined.

Commissioner Breternitz said over the last six months, he had been talking with Public Works staff about the potential impacts to Washoe County from the imposition of a total maximum daily load requirement by the Lahontan Organization in the Tahoe Basin. He said it was not yet understood what the extent of the impacts would be, but they could be sizable on how Washoe County conducted business. He stated it appeared the counties would be held as the responsible parties even though other entities, such as the Nevada Department of Transportation (NDOT) and the California Department of Transportation (Caltrans), might be major contributors.

Commissioner Breternitz requested an opinion from Legal Counsel on the Lahontan Organization, a California entity, imposing requirements across the state line in the Tahoe Basin. He said the assumption was the County was required to comply, but he wanted to know if there was a legal basis for that compliance.

Vice Chairperson Weber said the Board of the V&T Railroad voted recently to come back in January 2011 to all of the Commissions that had fiduciary responsibilities under Nevada Revised Statutes (NRS) for the reconstruction of the V&T Railroad to discuss their financial support. She indicated she preferred Washoe County participate in indicating what its financial support would be, rather than being told how much it must give.

Vice Chairperson Weber said the employees of the U.S. Gypsum plant in Gerlach were told the plant would be closing for a minimum of six months. She requested Washoe County play a facilitator's role in having a community meeting, so the citizens could discuss the impacts the closing would have on the school and on the community. She advised the meeting would be held on December 17, 2010. at 3:00 p.m. at the high school auditorium

Ms. Simon indicated Agenda Item 34, Interlocal Cooperative Agreement Establishing the Washoe County Judicial Case Management Partnership, and Agenda Item 35, Approval of the Software License and Professional Agreement with Tyler Technologies, Inc were also being pulled.

**10-1075      AGENDA ITEM 9N(1) – SENIOR SERVICES**

**Agenda Subject: “Accept recognition from United Way of Northern Nevada and the Sierra for Washoe County Employees reaching the one million dollar mark for donations. (All Commission Districts.)”**

Grady Tarbutton, Senior Services Director and Chair of the 2010 United Way Campaign, stated raising \$1 million was one heck of an achievement. He thanked all of the department champions, who assisted himself and Laurie Altheide, Administrative Secretary, in administering the campaign. He acknowledged the United Way of Northern Nevada and the Sierra's Board Chair, Paul Dugan; Karen Barsell, Chief Executive Officer and President; and Donna Ruiz, Resource Development Director, who helped with this year's campaign.

Mr. Dugan thanked the Commission, Ms. Barsell, the United Way staff, Katy Simon, County Manager; and most importantly the employees of Washoe County for their efforts and contributions. He said the need could not be greater than it was today, but the County's employees continued to step up to help. He stated that was greatly appreciated and obviously much needed. He read the inscription on the trophy and thanked everyone again.

**11:04 a.m.**      Chairman Humke arrived at the meeting.

Ms. Simon thanked the great employees of Washoe County for donating the money to keep the community healthy. She also thanked the United Way of Northern Nevada for the great work it did.

Commissioner Jung thanked Washoe County employees for their generosity, which was still evident even when they had experienced their own reduction in salaries. She said they still had it in their hearts to help those in the community who were in desperate need. She felt that was a tremendous testament to the type of employees Washoe County had.

Vice Chairperson Weber believed the County's employees were the best.

There was no public comment.

On motion by Commissioner Jung, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 9N(1) be accepted.

**11:06 a.m.** Chairman Humke assumed the gavel.

**11:07 a.m.** The Board convened as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District (TMFPD).

**11:52 a.m.** The Board adjourned as the TMFPD Board of Fire Commissioners and reconvened as the Board of County Commissioners.

**CONSENT AGENDA - AGENDA ITEMS 9A THROUGH 9Q(4)**

Katy Simon, County Manager, advised Agenda Item 9B, Cancelling the January 18, 2011 Commission meeting, was pulled and Agenda Item 9N(1), United Way, had just been heard.

**10-1076 AGENDA ITEM 9A**

**Agenda Subject:** "Approve minutes for the Board of County Commissioners' meetings of July 13, September 14, October 12 and October 26, 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 9A be approved.

**10-1077      AGENDA ITEM 9C – RISK MANAGEMENT**

**Agenda Subject: “Approve settlement of the lawsuit Terri Scott v. Washoe County et al., [\$50,000] for all claims against all defendants--Risk Management. (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 9C be approved.

**10-1078      AGENDA ITEM 9D – ASSESSOR**

**Agenda Subject: “Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2008/2009, 2009/2010, 2010/2011 secured and unsecured tax rolls; and if approved, authorize Chairman to execute Order for same and direct the Washoe County Treasurer to correct the errors [cumulative amount of decrease \$34,396.44]--Assessor. (Parcels are in various 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 9D be approved, authorized, executed, and directed.

**10-1079      AGENDA ITEM 9E – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Appoint Patrice Echola as Washoe County citizen representative to the HOME Consortium Technical Review Committee for the remainder of a three year term commencing July 1, 2010, consistent with the by-laws of the Technical Review Committee (the Committee is responsible for reviewing applications for state and federal funding for affordable housing projects through the Federal HOME program--Community Development. (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 Patrice Echola be appointed as the Washoe County citizen representative to the HOME Consortium Technical Review Committee for the remainder of a three year term commencing July 1, 2010, consistent with the by-laws of the Technical Review Committee.

**10-1080      AGENDA ITEM 9F – HUMAN RESOURCES**

**Agenda Subject: “Approve one mid-year request from Juvenile Services to reclassify a vacant Licensed Practical Nurse, pay grade J, to a Registered Nurse, pay grade K, as submitted through the job evaluation and classification process [annual fiscal impact associated with this reclassification is approximately \$4,475]--Human Resources. (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 9F be approved.

**10-1081      AGENDA ITEM 9G – TREASURER**

**Agenda Subject: “Authorize Washoe County Treasurer to auction six delinquent parcels held in Trust that were previously requested by Washoe County Parks and approve and authorize Chairman to execute a Resolution authorizing the Washoe County Treasurer to transfer to the City of Reno real property held in Trust due to property tax delinquencies and other matters properly related thereto--Treasurer. (Commission Districts 3 and 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 Agenda Item 9G be authorized, approved, and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**10-1082      AGENDA ITEM 9H – TRUCKEE RIVER FLOOD MANAGEMENT PROJECT**

**Agenda Subject: “Acknowledge receipt of Truckee River Flood Management Project status report for October and November 2010--Truckee River Flood Management Project. (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 9H be acknowledged.

**10-1083      AGENDA ITEM 9I(1) – FINANCE**

**Agenda Subject:** “Acknowledge receipt of Washoe County, Nevada, OPEB Trust Audited Financial Statements from inception (May 11, 2010) through June 30, 2010. (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 9I(1) be acknowledged.

**10-1084      AGENDA ITEM 9I(2) – FINANCE**

**Agenda Subject:** “Authorize the Tax Collector to strike names and amounts identified on delinquency/uncollectible Personal Property Tax List for Fiscal Years 2002/2003 through 2008/2009 [totaling \$48,076.71]--Comptroller. (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 9I(2) be authorized.

**10-1085      AGENDA ITEM 9J(1) – DISTRICT ATTORNEY**

**Agenda Subject:** “Approve payments [\$5,927] 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. (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 9J(1) be approved and authorized.

**10-1086      AGENDA ITEM 9J(2) – DISTRICT ATTORNEY**

**Agenda Subject:** “Approve Resolution requesting the assistance of the Attorney General in the possible prosecution of a male over the age of 18 for alleged 3rd time DUI (a felony) and other matters properly related thereto; and if approved, authorize Chairman to execute the Resolution. (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 9J(2) be approved, authorized, and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**10-1087      AGENDA ITEM 9J(3) – DISTRICT ATTORNEY**

**Agenda Subject: “Approve Resolution requesting the assistance of the Attorney General in the possible prosecution of a female over the age of 18 for alleged burglary and grand larceny and other matters properly related thereto; and if approved, authorize Chairman to execute the Resolution. (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 9J(3) be approved, authorized, and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**10-1088      AGENDA ITEM 9K(1) – MANAGEMENT SERVICES**

**Agenda Subject: “Approve submission of the Lois Allen Elementary School Sidewalk Project and the Heppner Domestic Well Abandonment and Community Water Service Connection Project to the State of Nevada for Community Development Block Grant funding consideration; and if approved, authorize Chairman to execute documents concerning same [no fiscal impact]--Community Support Administrator. (Commission District 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 9K(1) be approved, authorized, and executed.

**10-1089      AGENDA ITEM 9K(2) – MANAGEMENT SERVICES**

**Agenda Subject: “Approve request to obtain bid proposals on behalf of the Washoe County Office of Emergency and Homeland Security for a continuity of operations plans-writers in support of a 100% federally-funded Department of Homeland Security statewide initiative grant which has already been accepted by the Board, with no impact on the General Fund; and if approved, direct Purchasing Department to begin bid process--Emergency Management. (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 9K(2) be approved and directed.

**10-1090      AGENDA ITEM 9K(3) – MANAGEMENT SERVICES**

**Agenda Subject: “Adopt Washoe County Multi-Hazard Mitigation Plan; and if adopted, authorize Chairman to execute Resolution to promulgate the plan--Emergency Management. (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 9K(3) be adopted, authorized, and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**10-1091      AGENDA ITEM 9L(1) – PUBLIC WORKS**

**Agenda Subject: “Approve First Amendment to Lease between the County of Washoe and 865 Tahoe Boulevard Associates, LLC to acknowledge the transfer of ownership of the building located at 865 Tahoe Boulevard occupied by the Incline District Health Clinic; and if approved, authorize Chairman to execute First Amendment. (Commission District 1.)”**

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 9L(1) be approved, authorized, and executed.

**10-1092      AGENDA ITEM 9L(2) – PUBLIC WORKS**

**Agenda Subject: “Approve First Amendment to Lease between the County of Washoe and 865 Tahoe Boulevard Associates, LLC to acknowledge the transfer of ownership of the building located at 865 Tahoe Boulevard occupied by the Incline Justice Court; and if approved, authorize Chairman to execute First Amendment. (Commission District 1.)”**

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 9L(2) be approved, authorized, and executed.

**10-1093      AGENDA ITEM 9L(3) – PUBLIC WORKS**

**Agenda Subject:** “Approve 24-month First Amendment to Lease between the County of Washoe and 601 W. Moana LLC (commencing January 1, 2011) to accept rental reduction for the South Reno WIC Program and provide the continued occupancy at 601 W. Moana Lane, Reno, Nevada; and if approved authorize Chairman to execute First Amendment. (Commission District 2.)”

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 9L(3) be approved, authorized, and executed.

**10-1094      AGENDA ITEM 9L(4) – PUBLIC WORKS**

**Agenda Subject:** “Accept Regional Street Naming Committee recommendation and approve renaming of Neeser Lane to Keshmiri Place. (Commission District 1.)”

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 9L(4) be accepted.

**10-1095      AGENDA ITEM 9L(5) – PUBLIC WORKS**

**Agenda Subject:** “Authorize staff to request \$16,679 from Washoe County’s Tahoe Regional Planning Agency, Water Quality Mitigation Fund, to finance a portion of the Nevada Tahoe Conservation District Hybrid BMP Retrofit of a Primary Roadway. (Commission District 1.)”

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 9L(5) be authorized.

**10-1096      AGENDA ITEM 9M(1) – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject:** “Approve Exhibition Agreement between the County of Washoe and WonderWorks Exhibits Company, Inc. [\$69,500] for the 2011 spring exhibit at the Wilbur D. May Museum entitled Dragons and Dinosaurs; and if approved, authorize Chairman to sign Agreement and authorize Finance Department to make appropriate budget adjustments. (All Commission Districts; facility located in Districts 3 and 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 9M(1) be approved, authorized, and executed.

**10-1097      AGENDA ITEM 9M(2) – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Approve promotional fee proposal for Regional Parks and Open Space Department’s Washoe Golf Course for 2010 and 2011 Winter Season. (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 9M(2) be approved.

**10-1098      AGENDA ITEM 9M(3) – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Approve Intergovernmental Agreement between Washoe County and Sun Valley General Improvement District Regarding Temporary Maintenance and Operations of Highland Ranch Park; and if approved, authorize Director of Regional Parks and Open Space to sign the Agreement on behalf of the County and all subsequent documents related to this Agreement. (Commission Districts 3 and 5.)”**

In response to the call for public comment, Garth Elliott said the County created Sun Valley’s parks and pool, which was great for the community. He indicated the issue was their care and maintenance needed to be sustainable over the long run, and he was thankful the citizens of Sun Valley stepped forward and assumed that responsibility. He said as a just elected Board Member of the Sun Valley General Improvement District (SVGID), he wanted to go on the record that he was not one of the Board Members who voted to assume that responsibility on March 4, 2009. He stated he supported the concept, but he hated seeing the citizens of Sun Valley paying to cover the cost of maintaining the parks. He indicated Sun Valley’s citizens had a median income of \$18,000 and had 8 percent of the County’s lowest income seniors who had trouble buying food. He wanted SVGID to institute a volunteer program, much like the one the County instituted, which would be a valuable asset to the community and would help mitigate costs to the SVGID’s citizens.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9M(3) be approved, authorized, and executed. The Intergovernmental Agreement for same is attached hereto and made a part of the minutes thereof.

**10-1099      AGENDA ITEM 9M(4) – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Approve Amendment #1 (authorizing a one-year extension to December 31, 2011) to an Intrastate Interlocal Agreement between Washoe County and State of Nevada (Division of State Parks) for the Washoe Valley Bike Path project [\$175,000 from WC-1 Bond Funds]; and if approved, authorize Chairman to sign the Amendment and any subsequent documents associated with this Amendment. (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 Agenda Item 9M(4) be approved, authorized, and executed. The Intrastate Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**10-1100      AGENDA ITEM 9M(5) – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Accept additional grant award [\$2,341.13 - in-kind match of staff labor in the amount of \$585] from Nevada Department of Conservation and Natural Resources, Division of Forestry Urban and Community Forestry Program, to conduct a tree inventory and I-STRATUM assessment for Washoe County Regional Parks and Open Space Pah Rah and Truckee River Districts and City of Sparks Parks and Recreation (this is an additional award to the existing Phase II grant); and if accepted, authorize Regional Parks and Open Space Director to sign all necessary documents associated with the grant and authorize Finance to make appropriate budget adjustments. (Commission Districts 3, 4 and 5.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9M(5) be accepted, authorized, and executed.

**10-1101      AGENDA ITEM 9M(6) – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Accept technical assistance grant from National Park Service’s Rivers, Trails and Conservation Assistance Program [no County cash match required] for in-kind recreation planning services designated for Red Hill Open Space located in Sun Valley; and if accepted, authorize the Director of Regional Parks and Open Space to sign all subsequent documents and reports associated with the grant. (Commission Districts 3 and 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 9M(6) be accepted, authorized, and executed.

**10-1102      AGENDA ITEM 9M(7) – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Accept grant from Nevada Division of State Parks Recreation Trails Grant Program [\$77,970 - County required in-kind volunteer and staff labor match of \$42,890] for North Region Trail Maintenance; and if accepted, authorize Regional Parks and Open Space Director to execute the Project Agreement with Nevada Division of State Parks and sign all subsequent documents and reports associated with this grant; authorize Finance to make appropriate budget adjustments; and, authorize the Regional Parks and Open Space Department to request proposals for selection of a qualified contractor to construct the project. (Commission Districts 1, 3, 4 and 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 9M(7) be accepted, authorized, executed.

**10-1103      AGENDA ITEM 9M(8) – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Approve Agreement Regarding November 2002 State Question 1: Parks and Open Space Bond Issue - Truckee River Interstate 80 Rest Area Restoration Phase I-Project Funding between the County of Washoe and Nevada Rock Art Foundation [\$67,150] to be used on a section of the Truckee River that is culturally significant to complete an archaeological inventory and restoration; and if approved, authorize Director of Regional Parks & Open Space to sign the Agreement, make any modifications to the Agreement and authorize Finance to make appropriate financial adjustments. (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 Agenda Item 9M(8) be approved, authorized, and executed.

**10-1104      AGENDA ITEM 9N(2) – SENIOR SERVICES**

**Agenda Subject: “Authorize issuance of Invitation to Bid for Food Management Services for the Senior Nutrition Program. (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 9N(2) be authorized.

**10-1105      AGENDA ITEM 9N(3) – SENIOR SERVICES**

**Agenda Subject: “Accept grant award from Nevada Department of Business and Industry Housing Division for the National Foreclosure Mitigation Counseling Program Round 4 Funding [\$45,000 - \$9,000 in-kind County match] retroactively for the period July 1, 2010 through December 31, 2010; and if accepted, authorize Chairman to sign the Notification of Sub-Grantee Award and direct Finance to make appropriate budget adjustments. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9N(3) be accepted, authorized, executed, and directed.

**10-1106      AGENDA ITEM 9O(1) – SHERIFF**

**Agenda Subject: “Accept Justice Assistance Grant Award [\$3,000 - no cash match] from State of Nevada, Department of Public Safety, Office of Criminal Justice Assistance through the Reno Police Department Multi-Jurisdictional Gang Unit Task Force, grant # 10-JAG-22, to cover overtime costs associated with the Narcotics Prevention and Enforcement project; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9O(1) be accepted and directed.

**10-1107      AGENDA ITEM 9O(2) – SHERIFF**

**Agenda Subject: “Accept Justice Assistance Grant Award [\$3,000 - no cash match] from State of Nevada, Department of Public Safety, Office of Criminal Justice Assistance through the Reno Police Department Multi-Jurisdictional Gang Unit Task Force to cover overtime costs associated with the gang task force project; grant # 10-JAG-23; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 90(2) be accepted and directed.

**10-1108      AGENDA ITEM 90(3) – SHERIFF**

**Agenda Subject: “Accept Bullet Proof Vest Grant Award [\$5,553.67 - cash County match \$5,553.67] from United States Department of Justice, Bureau of Justice Assistance; and if accepted, authorize 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 90(3) be accepted and authorized.

**10-1109      AGENDA ITEM 90(4) – SHERIFF**

**Agenda Subject: “Accept supplemental grant award [\$41,140 - no cash match] and Amendment to Interlocal Contract between Las Vegas Metropolitan Police Department and the Washoe County Board of County Commissioners (on behalf of the Washoe County Sheriff’s Office) for reimbursement of expenses associated with Internet Crimes Against Children investigations; and if both approved, authorize Chairman to execute Amendment 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 90(4) be accepted, authorized, executed, and directed. The Intergovernmental Contract for same is attached hereto and made a part of the minutes thereof.

**10-1110      AGENDA ITEM 90(5) – SHERIFF**

**Agenda Subject: “Approve Independent Contractor Agreement for Services between Washoe County (on behalf of the Washoe County Sheriff) and Kaydie Lynn Paschall for the provision of services as coordinator of Citizen Corps programs [maximum sum \$81,000 - no general funds used on contract - funds are accepted grant funds with no cash match] to be used for administration of training and planning associated with the Washoe County Sheriff’s Office Citizen Corps Program and must be expended prior to grant expiration on February 28, 2013; and if approved, authorize Chairman to execute Agreement. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 90(5) be approved, authorized, and executed.

**10-1111      AGENDA ITEM 90(6) – SHERIFF**

**Agenda Subject: “Accept grant funds [\$12,695 - no cash County match] to the Washoe County Sheriff’s Office Alternatives to Incarceration Unit from the Community Foundation of Western Nevada, Truckee River Fund, to be used to purchase equipment for inmate and community service work crews for revegetation, weed control and graffiti removal; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 90(6) be accepted and directed.

**10-1112      AGENDA ITEM 90(7) – SHERIFF**

**Agenda Subject: “Accept donations [\$1,000] from various individuals to be utilized for the Community Emergency Response Team Program; and if accepted, authorize Finance to make necessary budget adjustments. (All Commission Districts.)”**

Commissioner Jung thanked various individuals for their generous cash donations to the Community Emergency Response Team Program.

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 90(7) be accepted and authorized.

**10-1113      AGENDA ITEM 90(8) – SHERIFF**

**Agenda Subject: “Approve donation of unused microscopes and accessories from the Sheriff’s Office Forensic Science Division to the iFuSE Program through JH Technologies to be refurbished by JH Technologies for use by educational organizations such as schools. (All Commission Districts.)”**

Commissioner Jung thanked the Sheriff’s Office Forensic Science Division’s donation of unused microscopes and accessories to the IFuSE Program

through JH Technologies to be refurbished by JH Technologies for use by educational organizations such as schools.

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 9O(8) be approved.

**10-1114      AGENDA ITEM 9O(9) – SHERIFF**

**Agenda Subject: “Accept donations [\$225] from two members of the Community and a local business on behalf of the Washoe County Sheriff’s Office, Search and Rescue; and if accepted, authorize Finance to make necessary budget adjustments. (All Commission Districts.)”**

Commissioner Jung thanked the two members of the Community and a local business for their cash donations to the Washoe County Sheriff’s Office, Search and Rescue.

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 9O(9) be accepted and authorized.

**10-1115      AGENDA ITEM 9O(10) – SHERIFF**

**Agenda Subject: “Approve Interlocal Agreement between Public Agencies - County of Washoe (on behalf of Sheriff’s Office) and Department of Public Safety (Nevada Highway Patrol) for use of office space at Incline Substation located at 625 Mt. Rose Highway, Incline Village [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 9O(10) be approved, authorized, and executed. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**10-1116      AGENDA ITEM 9O(11) – SHERIFF**

**Agenda Subject: “Approve Application and Agreement for use of Civil Applicant Fingerprint Response User Agreement between the State of Nevada, acting by and through its Department of Public Safety, Records and Technology Division, Records Bureau and Washoe County Sheriff’s Office for access to the Civil Applicant**

**Fingerprint Response Program; and if approved, authorize Washoe County Department Heads to execute identical individual department agreements with Department of Public Safety for same. (All Commission Districts.)”**

Katy Simon, County Manager, advised on page 2 of the staff report, the Sparks Justice Court was being added.

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 9O(11) be approved, authorized, and executed. The Civil Applicant Fingerprint Response User Agreement for same is attached hereto and made a part of the minutes thereof.

**10-1117      AGENDA ITEM 9O(12) – SHERIFF**

**Agenda Subject: “Accept grant award [\$8,000 - no County Match required] from Nevada Office of Traffic Safety for Fiscal Year 2011 to cover overtime costs to conduct Traffic Enforcement Checkpoints; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9O(12) be accepted and directed.

**10-1118      AGENDA ITEM 9P(1) – SOCIAL SERVICES**

**Agenda Subject: “Authorize Washoe County Department of Social Services through the Washoe County Purchasing Office, to solicit written proposals for the Adult Services Health Care Assistance Program to contract with a third party payer to reimburse indigent providers for eligible medical claims through an electronic billing process. (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 9P(1) be authorized.

**10-1119      AGENDA ITEM 9P(2) – SOCIAL SERVICES**

**Agenda Subject: “Approve changes to the Regulations for Child Care Facilities in Washoe County to incorporate changes approved by the Legislative Subcommittee on Regulatory Changes as well as The Bureau of Services for Child Care with the Division of Child and Family 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 9P(2) be approved.

**10-1120      AGENDA ITEM 9Q(1) – WATER RESOURCES**

**Agenda Subject: “Appoint Gary Tavernetti to fill seat #3 on the South Truckee Meadows General Improvement District Local Managing Board to serve until the first Monday in January 2013. (Commission District 2.)”**

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 Gary Tavernetti be appointed to fill seat #3 on the South Truckee Meadows General Improvement District Local Managing Board to serve until the first Monday in January 2013.

**10-1121      AGENDA ITEM 9Q(2) – WATER RESOURCES**

**Agenda Subject: “Approve and authorize Chairman to execute Water Rights Deed between Washoe County and ORMAT Nevada, Inc. conveying 14.44 acre-feet of Truckee River water rights. (Commission District 2.)”**

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 9Q(2) be approved, authorized, and executed.

**10-1122      AGENDA ITEM 9Q(3) – WATER RESOURCES**

**Agenda Subject: “Approve and authorize Chairman to execute Water Rights Deed and associated Agreement to bank with Washoe County 60.00 acre-feet of groundwater rights from the George W. Gillemot Family Trust. (Commission District 2.)”**

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 9Q(3) be approved, authorized, and executed.

**10-1123      AGENDA ITEM 9Q(4) – WATER RESOURCES**

**Agenda Subject: “Authorize Chairman, by execution of the Grant, Bargain and Sale Deed, to accept dedication of the parcel of land (APN 165-011-08) upon which Centex Homes constructed a water storage tank to serve the Bella Vista Ranch Development. (Commission District 2.)”**

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 9Q(4) be authorized, executed, and accepted.

**BLOCK VOTE (AGENDA ITEMS 14 – 27, 30, 36 – 39, AND 50)**

**10-1124      AGENDA ITEM 14 – FINANCE**

**Agenda Subject: “Recommendation to approve transfer of the \$2,218,869 Department of Homeland Security Public Safety Interoperable Communications grant and associated grant project expenditures from the Regional Communications System Fund to the Capital Improvement Fund (no fiscal impact)--Finance. (All Commission Districts.)”**

There was no response to the call for public comment.

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

**10-1125      AGENDA ITEM 15 – PURCHASING**

**Agenda Subject: “Recommendation to award Invitation to Bid No. 2757-11 for Water and Wastewater Treatment Chemicals, on a requirements basis, to the lowest responsible, responsive bidder, meeting specifications, Sierra Chemical Co. [estimated annual amount \$207,000]; and if awarded, authorize Purchasing and Contracts Manager to execute necessary purchase orders over the award period commencing January 1, 2011 through December 31, 2011, with the provision for two one-year extensions at Washoe County’s option--Purchasing. (All Commission Districts.)”**

There was no response to the call for public comment.

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

**10-1126      AGENDA ITEM 16 – PURCHASING**

**Agenda Subject: “Recommendation to approve extension of warranty and guaranteed buy-back option on three backhoe loaders and two wheeled excavators from three years to five years to match balance of equipment awarded to Cashman Equipment Company as a result of Washoe County Bid No. 2585-07 for new Fleet Heavy Equipment (this action avoids the need to replace three backhoe loaders and two excavators for an additional 24 months while preserving the warranty and guaranteed buyback option) [no capital outlay required as extension will be financed by a reduction of \$108,253 from the guaranteed buy-back amount should the County exercise this option at the end of the 24 month extension period]--Purchasing. (All Commission Districts.)”**

There was no response to the call for public comment.

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

**10-1127      AGENDA ITEM 17 – HUMAN RESOURCES/LABOR RELATIONS**

**Agenda Subject: “Recommendation to approve the Collective Bargaining Agreement with the Washoe County Supervising Sheriff’s Deputies Association for the period July 1, 2010 through June 30, 2011, providing labor cost reductions effective from July 1, 2010 through June 30, 2011. The labor cost reductions for the Supervising Sheriff’s Deputies Association will include: suspension of uniform and safety allowances for the remainder of Fiscal Year 2010-2011 [\$600 per employee] and an employee health care cost share equal to \$4,510 for Captains; \$4,010 for Lieutenants; and, \$3,510 for Sergeants - health care cost share is to be made in two equal payments: the first pay period of December 2010 and the first pay period of June 2011 [in total, the labor cost reductions equal an estimated \$283,800 for the fiscal year]; and if approved, authorize Chairman to execute the modified Collective Bargaining Agreement upon receipt--Human Resources/Labor Relations. (All Commission Districts.)”**

Commissioner Jung said Mr. Steve Watson and Katy Simon, County Manager, both did a terrific job carrying forward the Board’s policy. She acknowledged the Board also gave precise direction to staff, so staff did not get hit with any big surprises. She believed the County was the only Nevada government that received voluntary concessions from all of its collective bargaining units. She stated she was proud of that fact, of this Commission, and of the administration.

There was no response to the call for public comment.

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

**10-1128      AGENDA ITEM 18 – SOCIAL SERVICES**

**Agenda Subject: “Recommendation to approve Agreement between the County of Washoe and Action for Child Protection, Inc. [\$1,334,031] for the period September 30, 2010 through September 29, 2011 to support the grant from the Federal Administration for Child and Family Services to prevent long-term foster care; and if approved, authorize Chairman to execute Agreement--Social Services. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 18 be approved, authorized, and executed.

**10-1129      AGENDA ITEM 19 – WATER RESOURCES**

**Agenda Subject: “Recommendation to authorize the Purchasing Division to commence the procurement process on behalf of the Washoe County Department of Water Resources for water meter boxes, touch read lids and miscellaneous water works supplies for a new one-year price agreement with two one-year renewal options [estimated annual cost \$350,000]--Water Resources. (All Commission Districts.)”**

There was no response to the call for public comment.

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

**10-1130      AGENDA ITEM 20 – WATER RESOURCES**

**Agenda Subject: “Recommendation to approve and authorize Chairman to execute Amendment to Agreement for Full Service Operation and Maintenance of Washoe County Sewer Facilities between the County of Washoe and SPB Utility Services, Inc. for a three-year extension [\$776,926]--Water Resources. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 20 be approved, authorized, and executed.

**10-1131      AGENDA ITEM 21 – WATER RESOURCES**

**Agenda Subject:** “Recommendation to approve Washoe County Comptroller’s disbursement to Nevada Tri Partners, LLC of all remaining cash and related investment income receivables [\$129,345.66] from Development Impact Fees collected for the Southeast Truckee Meadows Stormwater Detention Basins--Water Resources. (Commission District 2.) *To be heard before Agenda Item #22.*”

There was no response to the call for public comment.

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

**10-1132      AGENDA ITEM 22 – WATER RESOURCES**

**Agenda Subject:** “Recommendation to approve and authorize Chairman to execute Cooperative Agreement for Transfer and Administration of Drainage Facility Impact Fee Ordinance in the Southeast Truckee Meadows between Washoe County and City of Reno; and, authorize Comptroller’s Office to close the fund upon execution of the Agreement by the Reno City Council--Water Resources. (Commission District 2.) *To be heard after Agenda Item #21.*”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 22 be approved, authorized, and executed. The Cooperative Agreement for same is attached hereto and made a part of the minutes thereof.

**10-1133      AGENDA ITEM 23 – WATER RESOURCES**

**Agenda Subject:** “Recommendation to approve and authorize Chairman to execute Agreement for Consulting Engineering Services between the County of Washoe and CH2M Hill, Inc. to provide engineering planning and design services for the South Truckee Meadows Water Reclamation Facility 2011 Rehabilitation and Enhancement Project [\$1,139,850]--Water Resources. (Commission District 2.)”

There was no response to the call for public comment.

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

**10-1134      AGENDA ITEM 24 – PUBLIC WORKS**

**Agenda Subject: “Recommendation to award professional service agreements for the preparation of contract documents for the 75 Court Street Heating Ventilating and Air Conditioning Energy Upgrades [\$89,650] and the Reno Library Heating Ventilating and Air Conditioning Energy Upgrades [\$83,600] projects to CR Engineering [combined amount \$173,250 - funding source Capital Improvement Fund]--Public Works. (Commission District 3.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 24 be awarded.

**10-1135      AGENDA ITEM 25 – PUBLIC WORKS**

**Agenda Subject: “Recommendation to approve change order number three to K7 Construction for the Second Judicial District Court Department 15 Tenant Improvement Project [\$70,155 - funding source District Court restricted funds]; and if approved, authorize Assistant Public Works Director - Facilities to sign the necessary documents; direct Finance to make appropriate budget adjustments for the transfer, on an as needed basis, of an additional \$175,000 from the Other Restricted Revenue Fund account for Court Expansion fees collected pursuant to NRS 19-AB65(09) to the Capital Improvement Fund Court Expansion Project; and, authorize the Chief Judge of the Second Judicial District Court the authority to sign additional change orders associated with this project as long as funds are available in the Court Expansion Fund--Public Works. (Commission District 3.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 25 be approved, authorized, executed, and directed.

**10-1136      AGENDA ITEM 26 – PUBLIC WORKS**

**Agenda Subject: “Recommendation to approve Change Order number five to Frank Lepori Construction for the Washoe County Photovoltaic Project [\$1,946.95 - no impact to General Fund]; and if approved, authorize Assistant Public Works Director - Facilities to sign the necessary documents--Public Works. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 26 be approved, authorized, and executed.

**10-1137      AGENDA ITEM 27 – PUBLIC WORKS**

**Agenda Subject: “Recommendation to accept grant funds from the State of Nevada Lake Tahoe Water Quality and Stream Environment Zone Grant Funds [estimated amount \$1,250,000 plus 3% of the total project cost for administration]; accept grant funds from U.S. Forest Service [estimated amount \$1,250,000] - both grant funds for Central Incline Village Phase I (EIP #672, 669A, 651, 10068, 231A, 231C and 669B) Water Quality Improvement Project; accept Water Quality Mitigation Funds from Tahoe Regional Planning Agency, if needed, to supplement any shortfalls in grant funds up to \$1,000,000; and, direct Finance to make appropriate budget adjustments--Public Works. (Commission District 1.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 27 be accepted and directed.

**10-1138      AGENDA ITEM 30 – MANAGEMENT SERVICES**

**Agenda Subject: “Recommendation to reappoint the following members to the Organizational Effectiveness Committee: Chris Ferrari (recommended by Commissioner Jung), Bob LaRiviere (at-large representative), Brad Woodring (at-large representative) and Dianne Machen (Washoe County Bargaining Unit Representative); appointment of one member to be recommended by Commissioner Breternitz and appointment of one member to be recommended by Commissioner Humke - all terms to begin January 1, 2011 and expire December 31, 2013--Management Services. (All Commission Districts.)”**

Commissioner Breternitz recommended Bruce Simonian. He said he had a number of applications, which he would forward to the Organizational Effectiveness Committee (OEC) for consideration for future at-large positions.

Chairman Humke recommended Chuck Alvey, President and CEO of Economic Development Authority of Western Nevada (EDAWN). He said all of the applicants were excellent, and he wished he could appoint them all. He stated there was a concentration on economic development with the OEC and Mr. Alvey’s work with EDAWN would fit nicely.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Chris Ferrari, Bob LaRiviere, Brad Woodring, and Dianne Machen be reappointed and Bruce Simonian and Chuck Alvey be appointed to the Organizational Effectiveness Committee with all terms beginning January 1, 2011 and ending December 31, 2013.

**10-1139      AGENDA ITEM 36 – SHERIFF**

**Agenda Subject: “Recommendation to approve Sole Source exemption for Promega Corporation for the purchase of chemicals and consumables related to DNA analysis process for the Washoe County Forensic Science Division [amounts will exceed \$50,000 per fiscal year - total fiscal year estimates for 2010/11 is approximately \$200,000--Sheriff. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 36 be approved.

**10-1140      AGENDA ITEM 37 – SHERIFF**

**Agenda Subject: “Recommendation to accept a direct grant award from Nevada Division of Emergency Management Federal Fiscal Year 2010 Department of Homeland Security Grants (no County match required) Nevada Division of Emergency Management Project No. 97067HL1 for a total of \$2,026,855 (State Homeland Security Program) and Nevada Division of Emergency Management Project No. 97067CL1 [total \$36,126] (Citizen Corps Program funding) supporting the Northern Nevada Counter Terrorism Center, Silver Shield Program, Citizen Corps Program, Advanced Improvised Explosive Devices/Weapons of Mass Destruction (IED/WMD) for Nevada Bomb Squads and Advanced Chemical/Biological/Radiological/Nuclear/Explosive Detection and Decontamination; and if grant accepted, authorize training/travel funds for non-county employees not to exceed \$10,000 for Fusion Center, not to exceed \$10,000 for Silver Shield, not to exceed \$2,000 for Citizen Corp and not to exceed \$56,500 for Regional IED/WMD training and/or travel funds for non-county employees and authorize Finance to make necessary budget adjustments--Sheriff. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 37 be accepted and authorized.

**10-1141      AGENDA ITEM 38 – SHERIFF**

**Agenda Subject: “Recommendation to accept Paul Coverdell Forensic Science Improvement Grant 10-FSI-02 [\$173,488 - no County match] for the Forensic Science Division Training Grant for the Washoe County Sheriff’s Office Forensic Sciences Division and approval of sole source hire of contract Firearms Examiner for training the newly hired Firearms Examiner Trainee, perform verification of identifications and technical review of firearms casework, and perform firearms examination and comparison casework [not to exceed \$150,000 for time not to exceed 20 hours per week for 50 weeks]; and if approved, direct Finance to make appropriate budget adjustments--Sheriff. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 38 be accepted, approved, and directed.

**10-1142      AGENDA ITEM 39 – SHERIFF**

**Agenda Subject: “Recommendation to accept Federal Fiscal Year 2009 State Criminal Alien Assistance Program grant award [\$490,178 - no County match] from the United States Department of Justice, Bureau of Justice Assistance, to be used for correctional related projects; and if accepted, 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 Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 39 be accepted and directed.

**10-1143      AGENDA ITEM 50 – MANAGER**

**Agenda Subject: “Recommendation to approve contribution in support of the Lake Tahoe Prosperity Plan; and if approved, authorize transfer of budget authority from the General Fund Contingency Account to the Community Support, Special Purpose Awards #181100 in the amount of \$10,000 and direct Finance to make appropriate adjustments--Manager (requested by Commissioner Breternitz). (Commission District 1.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda 50 be approved, authorized, and directed.

**12:16 p.m.** The Board convened as the Board of Trustees for the South Truckee Meadows General Improvement District (STMGID).

**12:22 p.m.** The Board adjourned as the STMGID Board of Trustees and convened as the Board of Fire Commissioners for the Sierra Fire Protection District (SFPD).

**1:09 p.m.** The Board adjourned as the SFPD Board of Fire Commissioners and reconvened as the Board of County Commissioners.

**1:10 p.m.** The Board recessed.

**1:50 p.m.** The Board reconvened with Chairman Humke absent.

**10-1144 AGENDA ITEM 28 – BUILDING AND SAFETY**

**Agenda Subject:** “Introduction and first reading of an Ordinance amending Chapter 100 of the Washoe County Code by adding thereto a provision increasing fees for various building permits, including general building permits, other inspection and permit fees, and plan review fees, and providing other matters properly related thereto (second reading January 11, 2011 and upon adoption, effective date will be March 1, 2011)--Building and Safety. (All Commission Districts.)”

Don Jeppson, Building Official, explained fees had not been increased for almost three years. He said the Building Evaluation Data Table being used was from February 2007 and it was time to update it. He stated there was some concern in the construction community about how the Table compared to the other jurisdictions. He recommended the Building Evaluation Data Table in Appendix A be removed from the Ordinance, while the other fee changes remain.

**1:55 p.m.** Chairman Humke returned to the meeting.

Mr. Jeppson said the analysis had been started, and a copy of the analysis was placed on file with the Clerk. He stated the analysis compared Washoe County’s building fees for a single-family residential dwelling with those of the Cities of Reno and Sparks and Carson City. He said the County would remain on the lower end of the fees even with the proposed changes. However, he felt a better job could be done in communicating and getting a consensus with the construction community, and he would like to have the opportunity to do that.

Commissioner Breternitz asked if the fees in Tables 1 and 2 were discussed with the construction community. Mr. Jeppson replied the advisory committee had reviewed the fees, and he had talked with the building associations. He reiterated their only issue was with the Building Evaluation Data Table.

Amy Harvey, County Clerk, read the title for Bill No. 1629.

Chairman Humke assumed the gavel and apologized for missing most of the discussion. He asked if there would be any amendments to the Ordinance. Melanie Foster, Legal Counsel, explained the Ordinance was introduced minus the Building Evaluation Data Table, and the Ordinance should be revised to exclude the Building Evaluation Data Table for the second reading.

There was no response to the call for public comment.

Bill No. 1629, entitled, “**An Ordinance amending Chapter 100 of the Washoe County Code by adding thereto a provision increasing fees for various building permits, including general building permits, other inspection and permit fees, and plan review fees, and providing other matters properly related thereto,**” was introduced by Commissioner Jung and legal notice for final action of adoption was directed.

**10-1145      AGENDA ITEM 29 – COMMUNITY SUPPORT**  
**ADMINISTRATOR**

**Agenda Subject: “Discussion and possible direction to staff regarding the Washoe County Human Services Consortium process for Fiscal Year 2011/12 [no fiscal impact]--Community Support Administrator. (All Commission Districts.)”**

Katy Simon, County Manager, advised staff had some recommendations and was seeking the Board’s guidance because things were at an impasse.

Commissioner Larkin stated he wanted to get a feel on how requests would be approached based on the core services discussion during Agenda Item 4. He asked if all of the requests from non-profit non-governmental organizations would be handled in a holistic manner or on an ad hoc basis. Ms. Simon said the County always tried to view this issue holistically, while trying to focus on the agencies that helped the County fulfill its core services. She explained before the Board was a discussion on how that decision process should be handled. She said the County had to balance its core services and resource allocations, because the money came from the County’s General Fund. She noted the Cities of Reno and Sparks received Community Development Block Grants (CDBG) for the Consortium instead of using money from their General Funds. She advised the existence of the non-governmental organizations could be threatened if they did not receive any funding from local governments.

Commissioner Larkin felt that did not answer his question. He said this discussion was one ad hoc item, which was not being held in context with the core-services concept. He believed having this discussion was premature, because the Board would be discussing working with all of the departments on January 18, 2011. Ms. Simon said staff was requesting input from the Board to see how the funding fit in. She advised

a lot of eyebrows had been raised in the non-profit community because the County did not consider consortium funding grants as a base-budget item. Staff did not have any direction that is a core service of County government. She said staff was starting with the assumption that the conversation needed to take place, even though historically the decision process occurred much earlier. She explained there had been an attempt to have that conversation for several months at the Manager's level, which did not happen. She noted the Consortium was not funded by the County for 2011/12 because of the ongoing strategic thinking and core services conversations. She said staff was bringing it to the Board because it was too late to use the type of process previously used. She advised this item was pulled from yesterday's Sparks City Council agenda. She said everyone was grappling with how the funding of non-governmental organizations fit into the sustainable future of their organizations and what should be done for next year. She noted at the same time, the non-profit agencies needed to know if they would be getting any funding from local governments for next year's operations.

Commissioner Larkin said in terms of this morning's discussion, this might be in the column called "core services in transition." Ms. Simon replied it could be. Commissioner Larkin said he was struggling because there were a number of other items that fell within the same category of discussion, which he did not want to approach in an ad hoc piecemeal basis. He advised his recommendation would be this was a core service in transition, and he wanted a clear understanding how all of these requests would be approached. He felt dealing with the Consortium might set a precedent, which could lead other departments to make the same request. He recommended ceasing the discussion and pulling the item. Ms. Simon explained there was no request for funding today, but staff was asking for a discussion on the decision process. Commissioner Larkin asked if there would be another department coming in at the first of the year asking for the same discussion. Ms. Simon replied this was different because it was not a department, and generally this discussion started in October. She said a discussion was needed to determine if the requests fit under "core services in transition" or under "investment and long-term change." She said agencies, such as the Food Bank and Big Brothers Big Sisters, were the County's partners in doing preventative long-term strategic thinking, and the County relied on them to get some of the County's core service work done.

Ms. Simon advised the current decision process had been extremely staff and time intensive, requiring lots of hearings. She said time was running out to have a really inclusive collaborative process, so one of the options in lieu of a decision-making process would be to continue funding for the agencies that had been previously funded. She said deciding how the funding decisions would be made could not wait until March or April, when the departmental budget decisions were being made. Commissioner Larkin stated in light of the discussion under Agenda Item 4 held earlier, he believed this discussion was out of order because it needed to happen with all of the other discussions, and he did not want to create a precedent. Ms. Simon said she understood Commissioner Larkin's point, but it was late in the process. She said the Board's direction could be to wait for the core services discussion to be concluded, but staff needed to be able to tell the County's partners whether or not the County would be a participant. Commissioner Larkin replied he did not know the answer right now.

Ms. Simon said staff wanted the Board to hear the available options. Commissioner Larkin clarified an ad hoc discussion was being allowed now without the benefit of establishing the core services, which would allow the Manager to add other programs onto the agenda as the Board proceeded. Ms. Simon stated she understood differently. Commissioner Larkin indicated the agenda could be stuffed full of these types of requests. Ms. Simon said it happened all the time. Commissioner Larkin stated he understood, but that still left the County in the same mess and that had to be changed. Ms. Simon advised she understood, but the County was part of a larger system. She said there were partners who had needs, which was why they were told it was not in the County's base budget. She advised staff needed an indication of how the decisions would be made when the time came to make them.

Commissioner Breternitz said he anticipated this morning's discussion would require additional meetings and hoped those discussions would lead to establishing the County's core services, which would also establish a baseline that could be used to move towards a sustainable organization and financial picture. He believed this issue would not be fully resolved by the time the budget discussions started, and a transition period would be involved. He felt from an operations standpoint, it should be remembered the Board was in the business to move things forward, and should remain open to new ideas. He indicated he wanted to hear the available options.

Ms. Simon stated there were six options, all of which were contingent on whether or not the Board felt funding the Consortium was appropriate. She said staff wanted to be ready to go with a decision process if or when the Board decided to fund it.

Gabrielle Enfield, Community Support Administrator, discussed the six options in the staff report as shown on pages 3-5. Ms. Simon advised Option 4 was recommended by the City of Sparks. Ms. Enfield stated Options 5 and 6 were the most viable options for Washoe County. Ms. Simon stated the other governing bodies were very direct with their staff that they wanted to continue the Consortium process and to make the decisions at the Council level. She said staff did not want to speak for the Board, but wanted to be able to share what the County Commission's guidance was on participating in a regional process. She stated that was the level of direction needed.

Commissioner Jung noted she was the Board's representative to the committee. She said several Councilmembers were not happy the County had not funded the Consortium. She said the fact the County had to fund it out of General Fund money and the Cities funded it through CDBG money, was falling on deaf ears. She liked that funding was done as a consortium, because it showed cooperation and community unity. At the same time, she wondered if those monies could be used more efficiently so the non-profits would get more for the money.

Commissioner Jung said she did not want to speak on the Board's behalf, but she wanted to know how the Commission's views could be explained to the other entities. She was aware all of the County's money came from the General Fund and the

Cities money came from CDBG, but administering the CDBG's created a lot of work for County staff. She said it has been known for years that this was not the most efficient use of staff time or of the money for these organizations. She stated the non-profit organization had to do 40 hours of work for maybe 20 hours of pay.

Commissioner Jung suggested tabling this item until the County decided what its core services were and if there was a better way to do this.

Ms. Simon said it might be in keeping with a more strategic view, to have some level of funding for a transitional year for those who had been recipients in the past. She explained then there could be a process where the County invited proposals to fund those things the County viewed as core and necessary, rather than having agencies coming forward with requests for funds. She confirmed that whole process would take some time.

Commissioner Larkin asked if Commissioner Jung had some specific ideas on the direction for this process. Commissioner Jung suggested giving the money to a clearing house, so they could bundle the money to make every dollar stretch. She believed that suggestion was similar to Option 2. Commissioner Larkin asked if the idea would be to have staff come up with a process to identify a clearing house. Commissioner Jung replied possibly, but what the sister agencies wanted to do had to be looked at as well. She advised she did not think they would go along with the idea of a clearing house.

Commissioner Larkin stated part of the action the Board should take today would be to tell the Consortium there were better ways to handle this more efficiently. Commissioner Jung suggested this might be something to discuss in a joint meeting with everybody at the table. Commissioner Larkin disagreed.

Chairman Humke said Commissioner Larkin appeared to be saying this item was not appropriate at this time because it more or less committed the Board to a budget expenditure before the start of the budget cycle. Commissioner Larkin said the County was entering into its second year of commitments to Community Assistance, and he felt this item went beyond that commitment. He said there was a host of worthy organizations, but there was only so much money available. He said that meant not everybody could be funded, which they should be told right now. He indicated the discussion was happening right now regarding who would be funded and for how much. He said the County might have to come up with a transition plan, but that discussion had not been held yet. He advised any money given to the Consortium would have to come out of other areas such as libraries, police or fire.

Commissioner Larkin suggested continuing this item. Commissioner Weber believed it was important the public heard the various options, and she supported the continuation. Commissioner Jung believed staff had an answer for the other entities on what the majority of the Commission was moving towards.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that a decision regarding the County Human Services Consortium process for Fiscal Year 2011/12 be delayed until after the January 18, 2011 County Commission meeting. It was also ordered that an answer be sent to the Consortium through the County's representative, Commissioner Jung, that there was a better way to do this and they ought to be able to develop those ideas.

**10-1146      AGENDA ITEM 31 – CLERK**

**Agenda Subject: “Recommendation to review previously approved hours of operation for the Marriage License Bureau for the Christmas Holiday 2010 and Calendar Year 2011; discussion and possible action to direct the County Clerk to modify and/or extend hours of operation for Marriage License Bureau over the Christmas Holiday 2010 and Calendar Year 2011--Clerk. (All Commission Districts.)”**

Amy Harvey, County Clerk, stated the Board had previously requested she bring back a modified calendar to possibly discuss changing the Marriage License Bureau's hours of operation for the 2010 Christmas holiday and for some of the special dates in 2011.

Commissioner Weber said she talked with Nancy Parent, Chief Deputy Clerk, along with Margaret Flint, Chapel of the Bells representative, and Kathy Marino, Arch of Reno Wedding Chapel representative. She said she would wait to hear their requests before commenting.

In response to the call for public comment, Ms. Flint reminded everyone the chapels were unique as private businesses due to their dependency on the availability of the Marriage License Bureau to conduct business. She stated a minimum of 75 percent of the chapels' business was tourist related, which created a lot of revenue for the community. She said the Christmas issue was being addressed today, because it fell on a weekend. She noted holidays that fell on weekends were generally lucrative days for the chapels. She said the holidays until next October or November fell on days that were not a big issue for the chapels. She requested the Board do what it could to offer additional Marriage License Bureau hours over the Christmas holiday.

Ms. Marino said it was critical for the chapels that licenses were issued on holiday weekends. She said the chapels depended on Christmas and New Years to get them through to Valentine's Day. She provided the figures for Christmas last year compared to the licenses issued last week. She stated those figures indicated Christmas was a big bump week, especially when combined with New Year's. She said the Marriage License Bureau would be open for eight hours on Friday and Sunday, and they were requesting the Bureau be open on Saturday for some additional hours.

Commissioner Weber said she asked the industry representatives and Ms. Parent to look at 2011 for other dates where there might be issues regarding the hours, so this issue would not keep coming back to the Board. She suggested the Board consider the Marriage License Bureau be open 4 to 6 hours on Christmas Day. Ms. Parent indicated the cost for four hours would be \$455 and six hours would be \$680. Ms. Harvey advised she would be happy to be open any hours the Board requested, but the bottom line was she needed money to do so.

Commissioner Breternitz advised he visited with Ms. Flint and Ms. Marino. He said one of the comments he made was he was tired of having these requests come to the Board on a frequent basis, because the answer was always the hours could be added if the Board could float some money. He advised the Clerk was an elected official and was bound by a budget. He said if there was not an innovative way to look at the issue, such as other entities granting licenses, he did not like having these items come before the Board because the root problem was not being addressed. He said he did not support providing funding over and above the approved budget, because any department could come before the Board with the same type of request from another industry group. He advised he would support the chapel industry and the Clerk's Office in finding a way to make this work and, if there was no other way, then the Clerk's Office should stick with the way things were being done.

Chairman Humke discussed the number of hours he spent on this issue looking at all different kinds of possibilities, and he agreed with Commissioner Breternitz. He suggested taking \$10,000 on a contingency basis for the marriage license function and having the Clerk report to the Board about the expenditures.

Commissioner Larkin said he agreed with Commissioner Breternitz, and he would fully support the Clerk if she could work something out within her existing budget. He encouraged the chapel industry go to the Legislature to get the law changed if they felt hampered by it. He said if the Clerk came back with a contingency plan in her next budget, then that plan would be considered along with all of the other core services. He said he was not sure this would be a core service, but it might be a core service in transition.

Commissioner Weber said she supported allowing the Clerk the extra money one last time. She stated it had to be considered this currently was a core service, and the industry was asking for this one day. She advised they were asked to look at next year and they gave their recommendations to the Clerk for the next budget cycle. She stated being open on Christmas Day would cost less because no holiday pay would be involved. Commissioner Jung agreed with Commissioner Weber, but she also felt the Marriage License Bureau hours should not be handled piecemeal. She supported the Clerk making these recommendations based on her budget, and she thought this was a special case. She also agreed with Commissioner Larkin in encouraging the wedding chapel advocates to go to the Legislature to change the laws.

Commissioner Weber made a motion to grant the Clerk the money to fund the Marriage License Bureau being open six hours on Christmas Day. The motion was seconded by Commissioner Jung. The motion failed with Chairman Humke and Commissioners Larkin and Breternitz voting “no.”

Ms. Harvey asked if the Board would grant her the authority to have the Marriage License Bureau open on Christmas Day for four hours without her having to bring it back to the Board if she could find the money in her budget. Melanie Foster, Legal Counsel, advised the Board could authorize that action. Commissioner Larkin commented he felt this approach was innovative and correct. Ms. Harvey clarified she believed she could do it within her budget, but she would have to confirm with the Sheriff’s Office whether or not they could supply security.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that the Clerk had the authority to open the Marriage License Bureau on Christmas Day for at least four hours if the funds could be found in the Clerk’s budget.

**10-1147      AGENDA ITEM 45 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Introduction and first reading of an Ordinance amending the Washoe County Code Chapter 110, Development Code, Article 416, Flood Hazards, in order to adopt guidelines for the mitigation of lost floodplain storage and maintenance of adequate storage in the Critical Flood Storage Zone according to the procedure adopted by the Truckee River Flood Project Coordinating Committee and to enact that process of determining appropriate mitigation, if any, including specific amendments to establish criteria for “no adverse impact”, establish mitigation for grading and fill in the critical flood zone 1, and establish exceptions to grading in the critical flood zone 1, as well as specific amendments to WCC 110.416.57 “Standards for all Development in Critical Flood Storage Zones” relating to the elevation and location of required mitigation for development in the Critical Flood Storage Zone and other necessary amendments to reflect updated information and procedures on the management of flood hazards (set public hearing and second reading of Ordinance for January 11, 2011 at 6:00 p.m.--Community Development. (All Commission Districts but major impact is in Commission Districts 2 and 4 where Critical Flood Storage Zone 1 is located.)”**

Adrian Freund, Community Development Director, identified the Ordinance affected the unincorporated area in Hidden Valley and the Eastside Subdivision. He advised a similar Ordinance was passed by the City of Reno. He said this Ordinance was reviewed by the Planning Commission and a “no inverse impact” definition was agreed upon.

Commissioner Larkin asked if this brought the County in agreement with the City of Reno’s “no inverse impact” and Critical Flood Zone 1. Mr. Freund replied that was correct, and it also responded to the Flood Project Coordinating Committee’s

request that each jurisdiction adopt this type of regulation. He said the City of Sparks had not yet adopted an Ordinance, but he believed they were considering it.

Amy Harvey, County Clerk, read the title for Bill No. 1637.

There was no response to the call for public comment.

Bill No. 1637, entitled, “**An Ordinance amending the Washoe County Code Chapter 110, Development Code, Article 416, Flood Hazards, in order to adopt guidelines for the mitigation of lost floodplain storage and maintenance of adequate storage in the critical flood storage zone according to the procedure adopted by the Truckee River Flood Project Coordinating Committee and to enact that process of determining appropriate mitigation, if any, including specific amendments to establish criteria for “no adverse impact”, establish mitigation for grading and fill in the Critical Flood Zone 1, and establish exceptions to grading in the Critical Flood Zone 1, as well as specific amendments to WCC 110.416.57 “standards for all development in critical flood storage zones” relating to the elevation and location of required mitigation for development in the Critical Flood Storage Zone and other necessary amendments to reflect updated information and procedures on the management of flood hazards,**” was introduced by Chairman Humke and legal notice for final action of adoption on January 11, 2011 at 6:00 p.m. was directed.

**10-1148      AGENDA ITEM 52 – MANAGER**

**Agenda Subject: “Update on status of Shared Services efforts and possible direction to staff--Manager. (All Commission Districts.)”**

Dave Childs, Assistant County Manager, stated the Matrix Study of Human Resources (HR), Information Technology (IT), and Purchasing between the City of Reno and Washoe County had been on both entities’ web sites for the public to look at and make comments. He noted the comments received had been forwarded to the Board. He said some people supported it and some had concerns.

Mr. Childs stated there would be a meeting of the Shared Services Elected Officials group on Friday. He said one of the topics on the agenda was to receive the public’s feedback and to discuss what the next steps might be relative to the Matrix Study. He stated staff was requesting the Commission’s feedback, so it could be used to guide the discussion.

Mr. Childs advised the second topic of discussion at Friday’s meeting would be building and inspections. He said last Thursday’s Building and Inspections Subcommittee meeting looked at quick fixes to process improvements between the City of Reno and the County, which could be considered base hits and also considered a larger consolidation discussion.

Commissioner Breternitz said the Shared Services Elected Officials Committee received the Matrix Study several months ago. He said the Committee decided to take staff, employee, and public comments in addition to obtaining any comments from the County Commission and the Reno City Council. He stated Friday's discussion would be on the input received on the Matrix Study. He believed the intent was to form a much more solid recommendation regarding the Matrix Study, which so far was a worthwhile effort and contained a lot of information. He said the windows for moving forward and finding efficiencies had been established for IT, HR and Purchasing.

Commissioner Breternitz noted many of the comments received indicated the public was somewhat confused regarding the ballot question and the Matrix Study. He believed the Board's job was to clarify the process; and the County's representatives' task was to take the Board's feedback to the Committee so the Committee's recommendations could be formulated.

There was no response to the call for public comment.

Commissioner Breternitz said he had not received any comments on the Matrix Study. He stated the Subcommittee had six areas that appeared to be good opportunities to generate efficiencies. He said some of them related to sharing software and adopting codes and fee schedules. He noted they were basic items, but they had a great deal of value in saving money and improving services over time. He said the discussion dealt briefly on the possibility of any long-term recommendations. He said the Subcommittee's Chairman intended the Subcommittee's work would be wrapped up within the next couple of months with work beginning shortly on a final report.

Commissioner Weber believed wrapping up the Committee was not the best idea. She suggested the Committee get together once or twice a year to consider new ideas and any public input.

Commissioner Breternitz stated he understood the Shared Services Committee was only taking the first steps in the process of looking at HR, IT, and Purchasing. He said the Committee identified over 20 additional areas to look at. He believed the confusion was because there was a Shared Services Committee and a Citizen's Subcommittee that was a beta test to see if business and technically minded citizens could perform analysis and compare benefits on other services to avoid hiring consultants. He anticipated the Shared Services Committee would continue, while the Subcommittee was ad hoc. He stated the Subcommittee could look at business licenses when it was done with its current tasks with possibly some changes in personnel. He said the concept would be to have the Subcommittee look at business licenses before the Shared Services Committee looked at them. He said that would put the Committee in a better position to compare what benefits were derived from using a citizen's group versus a consultant. He did not believe the intent was for the Shared Services Committee to go away.

There was no action taken on this item.

**10-1149      AGENDA ITEM 51 – MANAGER**

**Agenda Subject: “Acknowledge staff report and give possible direction to staff regarding next steps as a result of the vote on the WC-2 Ballot Measure relating to possible study of consolidation by Washoe County and the City of Reno--Manager (requested by Commissioner Breternitz.) (All Commission Districts.)”**

Dave Childs, Assistant County Manager, read the WC-2 Ballot Measure language contained in the staff report dated December 6, 2010. He advised the idea was to determine how the public felt about the County and the City of Reno consolidating. He said 62 percent of voters supported WC-2 within the City of Reno, but it was not supported within the City of Sparks or within some portions of rural Washoe County even though it passed. He asked if the Commission wanted to take further action on this would there be a further role for the Shared Services Elected Officials Committee to look at what might happen, could they be tasked with developing an outline or proposal on what the next step might be, were there other approaches the Commission might want to take, and how could the public be engaged in the discussion.

Mr. Childs advised the Reno City Council had this issue on their agenda last Wednesday and there was a rather lengthy discussion. He believed staff proposed funding a study to analyze if there would be any savings, which the City Council chose not to move forward on. He stated there was some discussion about talking with the Legislature about moving forward with consolidation. He said there was also a discussion about the actual integration of services would follow more easily if the governance issue could be resolved. He noted one of the areas of discussion was about not merging the Sheriff's Office and the Reno Police Department, but allowing them to function independently and then bring them together over time. Mr. Childs said he believed the Council did not spend a lot of time discussing what the WC-2 asked for. He reiterated staff was asking for the Commission's direction.

Commissioner Breternitz said the two entities were having discussions about consolidating, but he felt the problem was they were not talking to one another about how to go about doing it. He stated he would prefer the community have control of its destiny, rather than putting that control in the hands of the Legislature. He felt it was important for the Commission to determine how this issue should move forward. He also felt the Shared Services Elected Officials Committee should be jointly responsible for ensuring communication occurred and should be the central focus of the comprehensive study that was envisioned by WC-2. He advised he would like to do away with the idea that the County was contemplating the size of the governing board and how law enforcement would be consolidated, because that discussion would not happen for a long time. He stated this showed how miscommunication could happen with a matter this complex.

In response to the call for public comment, Daryl Drake said he served on the Argument Committee for the approval of WC-2. He stated he was concerned a

decision could be made today to stop everything on the basis of how some precincts voted. He felt instead a decision should be made to determine the process by which this would move forward. He believed consolidation would be a multi-year effort and any plan for consolidation would come back to the voters. He said this first step needed to be methodical and deliberate to determine what the advantages, disadvantages, benefits and barriers would be. He stated consolidation also needed to be broken into its component parts, so experts could speak to human resources, financing, and operations. He indicated he had ideas on how the process should proceed. He stated the Shared Services Committee was important to the process and should continue.

Gregory Peek said he was speaking on behalf of the Builders Association of Northern Nevada. He stated the Association endorsed WC-2 and supported moving forward with the study. He advised there was a lot of talk that consolidation was automatic with the vote, which was not the case. He stated the study would determine if costs could be reduced and efficiencies gained. He noted the WC-2 language was “and/or,” and he urged the Commission to use only “and.” He said there was also a lot of talk about the cost of the study, but he believed no one could afford the cost of not doing it.

Tray Abney, Reno-Sparks Chamber of Commerce representative, said he supported putting WC-2 on the ballot. He said the Chamber urged its members to vote for WC-2, and it also supported moving forward. He stated the Chamber also did not want the Shared Services effort stopped. He stated the Chamber did not support consolidation for consolidation’s sake, but supported it if it could be shown to improve services and reduce costs. He said the Chamber believed this study would determine that, but the study needed to be a joint effort. He suggested it might be best to take the study out of the hands of staff and the elected officials, and give it to a private group of people who were knowledgeable about mergers and acquisitions.

Frank Partlow said the elected officials needed to think beyond the terms of their offices and the boundaries of their districts for this to get anywhere. He felt the County had been showing good leadership and the County showed it again this morning during the discussion of financial and operational sustainability. He said the County made excellent strides in bringing down personnel costs, but it was not over yet. He said if two people were being paid to do something one person could do anywhere in the County, that was exactly where costs had to be cut. He acknowledged cutting personnel costs was always the toughest thing to do. He stated the County’s own study indicated the County was looking at less services and relatively higher costs due to each service costing more money. He asked the Commission to think about all of those things before making a decision.

Commissioner Larkin advised he implored the Commission not to include the City of Sparks in the WC-2 Ballot Measure, which lead to the “no” answer to studying consolidation from the citizens in the City of Sparks and in Commission District 4. He said he was elected on a platform of seeking efficiencies in government, but not the collapse of government into one entity. He advised he would not support a study, but

would support every effort the Shared Services Committee was making to find the maximum efficiencies in government. He believed that Committee was the appropriate group to continue the effort. He said he stated many times that only one fire department and one police department was needed in this region, and he encouraged the Shared Services Committee to include police and fire. He said his District had the most foreclosures and people were trying to figure out how to stay in their homes, but they still voted “no.” He advised he had to honor that vote, because that was what he was elected to do.

Chairman Humke discussed the Reno City Council meeting and some members wanting to head directly towards consolidation of governance. He said he did not see anything about governance in WC-2, but he did see two key points in line 2: “to pursue” and “if.” He felt that meant full consolidation or governance consolidation would come last instead of first. He said regarding giving this to the Shared Services Committee to process further, there were some differences between the shared services and the consolidation efforts. He stated shared services were a Legislative mandate, but consolidation was not yet. He said the consolidation effort was styled as a wholesale or complete consolidation, which he believed WC-2 represented. He advised he saw shared services as having a limited scope, which was to look at areas of functional consolidation that could be accomplished. He said he was not sure if the Shared Services Committee had any representation by the City of Sparks, because he believed the City of Sparks exited the process. Commissioners Breternitz and Jung corrected Chairman Humke off the record that the City of Sparks and its staff were participating.

Chairman Humke said he felt for a long time that the citizens of Sparks should be able to vote on WC-2, because they lived in Washoe County. He believed they should have the right to participate if one of their entities was considering consolidation.

Commissioner Jung advised she was sensitive to how the voters in District 4 and the City of Sparks voted, but WC-2 won countywide. She noted functional consolidation was never talked about in the Shared Services Elected Officials Committee, which was an issue for Commissioner Larkin and some of his constituents. She believed the public mandated the County should continue what was being done in the Shared Services Elected Officials Committee. She said the Committee had been methodical and deliberate in its work, which one of the speakers said was important.

Commissioner Jung said there were a lot of e-mails from constituents in the unincorporated areas of the County who believed the whole reason the City of Reno wanted to consolidate with the County was so the County would take on all of the City’s debt. She advised she would never advocate for that happening. She said just as the County was doing with the consolidation of the Department of Water Resources and the Truckee Meadows Water Authority, silos were kept around each entities’ debt. She stated those silos would not be released until the debt was fully paid off. She said the County was not in the position to bail anyone else out. She believed the voters, the Shared Services Elected Officials Committee, and the Shared Services Subcommittee all wanted government to do more with less. She said the recession happened fast and hard, but the

rebound would be an incremental creep upwards. She believed this was a way to honor the majority vote, while keeping it constrained so the Shared Services Committee could be methodical and deliberate. She hoped the Commission would still trust its two representatives. She indicated she was willing to bow out if another Commissioner wanted to be involved.

Commissioner Breternitz believed it did not make any sense to impanel another commission or board to fulfill the same role the Shared Services Elected Officials Committee did. He said the Committee had the perfect makeup, had representatives from all the entities, and was well attended. He clarified he did not believe the Committee was the result of any Legislative requirement, because he recalled making a motion at a joint meeting that such a committee be formed. He said the formation of the Committee was supported by all of the entities present. He said forming the Committee allowed the region to control its own destiny, rather than letting the Legislature do what it wanted.

Commissioner Weber said her constituents voted in favor of consolidating governments, which she did not favor doing even during these tough economic times. She advised opposing governmental consolidation had been her platform during all three elections, but she did believe in functional consolidation for some departments. She indicated there were many citizens in the unincorporated areas who did not want to see consolidation move forward. She agreed the Shared Services Elected Officials Committee was the arena in which to have the conversation, but felt the other Commissioners should participate in the Committee to provide different ideas. She said she supported WC-2, but could not support moving forward.

Commissioner Breternitz knew there were a lot of feelings about the question, because it was a broad question with a lot of impacts. He said people on both sides of the issue had spoken to him. He explained there was no line in a Commission District that divided incorporated and unincorporated voters. He said the people the Commissioners represented lived in the Cities and in the unincorporated County and four out of five Commission Districts voted in support of WC-2.

Chairman Humke asked if the statement was correct in which the Reno City Council opined the consolidation of law enforcement would come last. Mr. Childs felt the discussion noted there were issues relative to the differences in salaries in merging the law enforcement agencies. He stated there were also issues with Nevada Revised Statute (NRS) 288. He advised one option would be to bring the governments together and not immediately combine law enforcement agencies. He said they would exist unconsolidated under the umbrella of the new government, which was how he heard the discussion. He stated the idea was they would be phased in.

Chairman Humke said if this County was to take up this issue, he wanted law enforcement to go first and salaries should be closer to the County's end of the labor scale rather than the City of Reno's. He related a story about response times, which highlighted why he wanted law enforcement to go first.

**3:51 p.m.** Commissioner Jung temporarily left the meeting.

Commissioner Larkin noted there was a report in the newspaper that a letter would be coming to the Commission from the Reno City Council, notifying the Commissioners that the City of Reno was going to bypass the Memorandum of Understanding (MOU) and go directly to the Legislature regarding consolidation. He asked if that was true. Mr. Childs said he wanted to go back and look at exactly what was said, and he would report back with that information.

Commissioner Larkin suggested continuing this item. Commissioner Breternitz said he wanted to wait for Commissioner Jung to return to have further discussion.

**3:53 p.m.** Commissioner Jung returned to the meeting.

Commissioner Weber agreed with the suggestion to continue this item, because she would like to have a formulation of ideas on how to proceed if the Shared Services Elected Officials Committee was the option moving forward, which she favored.

Commissioner Breternitz stated he did not understand the reason for continuing this item. He believed the issue was whether or not the Commission supported moving ahead with the study. He asked Commissioner Weber to restate her comments. Commissioner Weber clarified she asked if this item was continued, could a proposal be brought back on what the suggestions would be and how this would be looked at. She said the continuation was to be able to obtain more information, especially about the Sheriff's Office; and would function or different departments be looked at if consolidation was open for discussion. She said it seemed someone needed to come back with clarification regarding those items, so the public would understand what was being voted on when the time came.

Commissioner Breternitz said it seemed Commissioner Weber was asking for the ultimate product of the effort being talked about here, which was putting together a study, how law enforcement and government would work, and how debt and taxes would be handled. He understood all of those elements were intended to be part of the study process.

Commissioner Larkin made a motion that Agenda Item 51 be continued so Mr. Childs could bring back a report on the City of Reno's letter that was supposed to be coming to the Commission as to whether or not the City of Reno was going to circumvent the signed MOU by going directly to the Legislature. Chairman Humke seconded the motion.

Chairman Humke stated he believed he had been alone in voting against WC-2 being put on the ballot, because he felt certain entities would take it to the Legislature in 2011 if it passed. He said he did not represent the City of Sparks, but he liked to think he stood up for their interests in voting on this issue. He advised if the City

of Reno's letter contained a reference about going immediately to the 2011 Legislature, such an action would not keep faith with WC-2. He said Commissioner Breternitz set out with great specificity there would be a study before any consolidation at the governance level.

On the call for the question Commissioner Larkin, Chairman Humke, and Commissioner Weber voted "yes" and Commissioner Breternitz voted "no." Commissioner Jung indicated she was not sure what the Commission was going to achieve by continuing this item but, if it was believed this was a strategy that would serve the Commission well, then the Commission could wait to see what the intent was of the Reno City Council. She believed if there was anytime in the County's history that everyone should be looking at doing things more efficiently with less duplication, now was the time. She also believed it was incumbent on the Commissioners to be able to represent to their constituents regarding what they wanted and also what was in their best interests. While she wished the Commission had given the Shared Services Elected Officials Committee the go to continue the study, her vote did not make a difference because the continuation passed. She said she supported this going forward and carrying the Commission's wishes to the Shared Services Elected Officials Committee to begin the study along with talking with the Reno City Council about going to the Legislature.

Commissioner Breternitz said the Reno letter was why the already established Shared Services Committee was needed to work on this issue. He believed there was a lack of understanding by some elected officials on how this would work and a lack of understanding on what the question really meant. He stated it made sense to allow the Shared Services Elected Officials Committee to deal with the issue in a logical manner and to be the liaison between the two groups. He said the County should do the work with the Legislature watching and letting it happen.

Commissioner Larkin read from the *Reno Gazette-Journal (RGJ)* article based on the City Council meeting last Friday, which indicated the City of Reno wanted a letter sent to the County to officially notify them the City of Reno would be working with the Legislature on consolidation issues. He said he wanted Mr. Childs to come back to the Commission with information about that letter. He believed this issue had already gotten out of hand and it was premature for the Commission to move ahead, which was why he asked this item be continued. He said if the testimony heard today was what would continue to be heard, this would be a non-starter for him. He stated there needed to be real dialogue on specific programs for consolidation. He advised he had no problem in giving the Shared Services Elected Officials Committee the green light to go for consolidating fire and police.

Chairman Humke felt from the County's perspective, any consolidation needed to be done right instead of fast.

Commissioner Weber stated she had been at three meetings with reelected legislators who said consolidation would be discussed at the Legislature. She said

consolidation would happen, and she agreed with Commissioner Breternitz that the County should be at the table and getting the rest of the facts was important.

**10-1150      AGENDA ITEM 13 – 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, 28, October 12 and November 9, 2010 Commission Meetings.*”**

Katy Simon, County Manager, said the staff report included a copy of the letters she sent to the medical community, the matrix that compared the different make-ups discussed for the Multi-Stakeholder Emergency Medical Services Task Force, and the December 8, 2010 letter from Dr. Cassani, Pre Medical Advisory Committee Chairperson, proposing an alternative. She said staff was waiting for the Commission’s direction so the Committee could start its work. She indicated staff would like to review what the original charter and purpose of the task force was.

Commissioner Larkin disclosed Dr. John Cassani was his personal physician. He discussed the original composition, as shown in the BCC Proposed August 10, 2010 column of the matrix, and Doctor Cassani’s proposal. He said he had a conversation with Dr. Cassani where he asked him to go back to his group and see if they would eliminate one of the Chief Executive Officers (CEO’s) and one of the Regional Emergency Medical Services Authority (REMSA) positions. He suggested Dr. Cassani provide his response to that request unless Kurt Latipow, Fire Services Coordinator, had something to add. Ms. Simon requested having a discussion about the purpose of the group first.

Mr. Latipow acknowledged the effort made to find balance within the Multi-Stakeholder Emergency Medical Services Task Force. He advised page 2 of the staff report was very specific about the Task Force’s first step and was consistent with the action plan that was developed based on the recommendations in the Master Plan. He said the intent had always been that the Task Force would develop the criteria, which would be presented to the Commission before deciding who would be best to conduct the evaluation. He advised that first step was the only thing being proposed by staff.

Dr. Cassani stated he was only able to contact two out of the four hospital CEO’s, so he was unable to provide an answer to having three hospital CEO’s and one REMSA representative. He explained the response from the two CEO’s he did reach was to keep the proposal as it was suggested in the December 8, 2010 letter to the County Manager.

Commissioner Larkin advised Dr. Cassani’s December 8, 2010 letter added an additional condition in the next to the last paragraph, which was in addition to

setting up the criteria as Mr. Latipow discussed. Dr. Cassani replied that was correct. He said the primary focus of that paragraph was on eliminating the necessity of obtaining an outside consulting agency, which was believed to be unnecessary due to the level of expertise available locally. He said the group was adequate to perform the evaluation, study the criteria, and make recommendations based on the group's findings.

Commissioner Larkin asked if the Commission only appointed three CEO's, one member from REMSA, and confined the report to what Mr. Latipow outlined, would the CEO's participate or not. Dr. Cassani reiterated he already heard from two of the CEO's who wanted to maintain their December 8, 2010 counterproposal and, if the other two CEO's had a different idea, all four would have to sit down and discuss it to arrive at a consensus. He said if at least one of the remaining CEO's agreed with the two who wanted to maintain the counterproposal, then there would be a County Commission Task Force and a separate Hospital EMS Task Force that would move in parallel.

Commissioner Breternitz said he hoped the composition of the Task Force would be resolved today. He commended whoever came up with the matrix, because it was very clear. He advised he supported the County Manager's recommendation with the inclusion of reducing the representatives from the Renown facilities to one. He believed Ms. Simon had been very inclusionary regarding all of the parties, and this Task Force should move forward.

Commissioner Larkin went over the Manager's proposal noting Commissioner Breternitz suggested there should be one Renown representative instead of two. Commissioner Larkin said the difference was the hospitals added three more physicians. He advised he had no problem with those suggestions.

Ms. Simon believed Dr. Cassani's letter proposed, instead of having the medical directors from each of the fire agencies, there would be representatives from the disciplines of Trauma, Neurology, and Cardiology. She indicated she had no problem with the change.

Ms. Simon felt it was important to have external eyes look at things, which was why outside people conducted the County's audits. She said they might see things that would not be noticed internally. She indicated she did not favor changing the charter of the Task Force from assessing and developing criteria to actually conducting the comprehensive audit of the EMS system.

Commissioner Larkin said it was not known how the Task Force would govern themselves on things such as voting, but he would encourage both majority and minority opinions come to the Commission. Ms. Simon reiterated the charter of the Task Forces was to develop the criteria by which an external authority would conduct the comprehensive study. She said the Task Force could have input in selecting that external authority. She stated if there were dissenting views regarding the criteria, both views

should come forward to the Commission for the Commission to make the final determination on what criteria would be used.

Commissioner Larkin said the Manager's recommendation would add representatives from Trauma, Neurology, and Cardiology. Ms. Simon clarified she supported having either the Medical Directors of the fire agencies or the specialists proposed by Dr. Cassani, but not both.

Chairman Humke asked for a job description of the Medical Director of a fire agency. Mr. Latipow replied they had medical control over the EMS program and for the Sierra Fire Protection District's (SFPD's) paramedics. He noted the Truckee Meadows Fire Protection District (TMFPD), the SFPD, and the Reno Fire Department (RFD) had the same Medical Director.

There was no response to the call for public comment.

Commissioner Breternitz made a motion that the County Manager's recommendation be supported with the modification to delete the second Renown representative. Commissioner Larkin seconded the motion. He asked if that included authorization having the Medical Director versus the three specialty physicians, or did Mr. Latipow need a more precise definition. Mr. Latipow replied he would like to have at least one of the Medical Directors for the fire agencies on the Task Force. Commissioner Breternitz stated he was including the Medical Directors, but the physicians were not included in his motion. He felt the group, once empanelled, could take testimony and input from members of medical community and the public. Commissioner Larkin asked if it would include the original charge of the Task Force as Mr. Latipow stated and would allow for any minority reports, because there might be a separate report coming from the medical community. Commissioner Larkin said he supported the clarifications.

On a call for the question, the vote was unanimous.

#### **10-1151      AGENDA ITEM 48 – DISTRICT ATTORNEY**

**Agenda Subject: "Recommendation to adopt a Resolution declaring the intent of the Board of County Commissioners to appoint persons to vacancies on the Grandview Terrace General Improvement District Board of Trustees, to preserve the staggering of the terms of the office of the Trustees and other matters properly related thereto; and if adopted, authorize Chairman to execute Resolution--District Attorney (requested by Commissioner Weber). (All Commission Districts.)"**

In response to the call for public comment, Shelley Moore, Grandview Terrace General Improvement District (GID) Secretary, explained the GID was not aware that the 12-year term limits would affect the GID. She said the GID provided approximately 90 residents with water. She advised the GID was recommending five people for appointment as the new Board of Trustees for the GID.

Thurman Carthen, Black Springs Water Board Chairman, stated the Board only found out about the term limits at the last minute, which was not fair to the Board. He indicated the Board members were told about the term limits when they attempted to register as candidates for the Board. He stated he had been on the Board since 1972, and he should have been told earlier that he could not be on the Board anymore.

**4:40 p.m.** Commissioner Larkin left the meeting.

Commissioner Weber said it was hard for people to understand term limits applied to a GID. She advised when the people went down and filed to run for office again, they were not told about the term limits. She said the Registrar of Voters realized there was a problem afterwards and notified the candidates about the term limits affecting them. She stated she appreciated the people's willingness to work with Washoe County to make something positive out of something that was very difficult for the community.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 28 be adopted, authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**10-1152      AGENDA ITEM 49 – DISTRICT ATTORNEY**

**Agenda Subject: "Recommendation to appoint up to 5 persons to vacancies on the Grandview Terrace General Improvement District Board of Trustees--District Attorney (requested by Commissioner Weber). (All Commission Districts.)"**

Commissioner Weber noted there were no names in the staff report, and Shelly Moore, Grandview Terrace General Improvement District (GID) Secretary, would present the recommendations by the GID during public comment.

In response to the call for public comment, Ms. Moore explained members of the community had been contacted to find applicants for the Grandview Terrace General Improvement District (GID) Board of Trustees. She advised the Board of Trustees donated their time and talents to the community. She stated the people who had shown an interest in being on the Board had been coming to the meetings since August 2010 and had been training on how the Board and the water system worked. She read the list of applicants, which was placed on file with the Clerk.

On motion by Commissioner Weber, seconded by Chairman Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Roy Moore and Mae Carthen be appointed to the Grandview Terrace General Improvement District Board of Trustees for a two-year term and Keith Carthen, Matthew Moore, and Pat Perry be appointed for a four-year term pursuant to Nevada Revised Statutes 318.080.

Commissioner Weber requested the new members be notified about the swearing in ceremony on January 3, 2011. Katy Simon, County Manager, replied she would work with the Clerk to make sure they were notified.

**4:47 p.m.** Commissioner Larkin returned to the meeting.

**10-1153      AGENDA ITEM 40 – SHERIFF**

**Agenda Subject: “Recommendation to authorize creation of one full-time Deputy Sheriff effective January 1, 2011 to serve as a Bailiff for the new Second Judicial District Court Department 15 [annual cost approximately \$90,000 to be funded by the Court Security Fee imposed by the Board for Court Security Costs pursuant to Assembly Bill 65]--Sheriff. (All Commission Districts.)”**

Katy Simon, County Manager, said there had been a series of discussions between the District Court, the District Attorney’s Office, the Manager’s Office, the Public Defender, and the Alternate Public Defender. She noted the District Attorney pulled his request for additional staffing and suggested a facilitated process be undertaken to try and reach an efficient solution to the challenges of Department 15. Ms. Simon said she understood all ancillary non-court staffing would be funded by the Court Security Fee pursuant to Assembly Bill (AB) 65, which was not the Court’s ultimate testimony and put the County in a tough situation. She noted the agenda item stated the cost of the Bailiff position would be funded by the Court Security Fee, but the Sheriff’s Office would have to attest as to whether the position would be paid by the Fee. She advised the other agencies were not asking for additional staff at this time, but also wanted a facilitated process to try for a resolution to the funding issue.

Captain Steve Kelly, Washoe County Sheriff’s Office Detention Bureau, understood AB 65 created the funding that was specifically for this Bailiff position. He explained Nevada Revised Statutes (NRS) 248.100 required a Bailiff be present when the Court was in session, regardless of whether it was a civil or criminal matter. He stated if this position was not funded, it would mean pulling a Deputy from another post creating a greater shortage in other areas.

John Berkich, Assistant County Manager, advised AB 65 and the fee the Board adopted was earmarked specifically for security. He said in recent conversations with the Chief Judge of the District Court, she would not oppose the use of the fee for this purpose.

Commissioner Breternitz understood the fee would be used for the Bailiff position. He disclosed he met with Chief Judge Connie Steinheimer, Judge David Hardy, and the District Attorney regarding this item.

Commissioner Larkin disclosed he also met with Chief Judge Steinheimer and Judge Hardy regarding this matter. He said this item needed to be part of a bigger conversation during the budget process. He understood the Court would convene at the

beginning of January 2011, but he would not vote for this item because it was out of sequence; and other departments had been asked to hold their budget numbers. He said everything was connected and there needed to be a holistic view when it came to these kinds of positions.

Commissioner Jung said the Sheriff had to have a Bailiff in the Court under NRS, and the position was funded by the Court Security Fee imposed by the Board. She understood Commissioner Larkin wanting to take a holistic approach, but she was concerned about the risk in not funding the position. She asked Captain Kelly to comment. Captain Kelly said the Court must be staffed when it opened in January 2011. He stated the Sheriff's Office had reduced its staffing over the last year and was running at minimal levels in some areas. He explained having to pull a Deputy to staff the Court would hurt that much more. He advised even though he understood the arguments, the Sheriff's Office was not given a choice in this matter; and he did not see a way around filling the position.

Chairman Humke commented Department 15 was created during the last Legislative Session whether it matched with the County's budget cycle or not. He asked why the Sheriff's Office did not ask for this position before the conclusion of the last physical year. Captain Kelly said the position was not needed until January 1, 2011. He explained it would take a full year to replace the person that would go into the Court position because of background checks, training, and so forth. Chairman Humke asked about filling the position with a contractor or a non-sworn person. Captain Kelly replied the person must be sworn.

Mr. Berkich explained at the conclusion of the budget cycle, staff was still working with the District Court on the use of the fees for this purpose. He said since that time, an agreement was reached to use the fees set aside for security for this purpose. He advised a Bailiff was required in the Court, but the other staffing issues could be addressed as the Court ramped up. He stated all of the positions would be brought back, including this position, during the budget process to have that comprehensive discussion about the entire needs of the Court.

Commissioner Breternitz said he understood there would be a resolution of the District Attorney and the Public Defender issues before the Court became functional, which was why he assumed they could all be tied together. He stated now he was hearing the Court would be up and running and those issues might not be resolved. Chairman Humke said the District Attorney and the Public Defender indicated they could staff the Court using existing resources for now. He stated the Sheriff had indicated it was up to the Board to fund this position.

Ms. Simon said the District Attorney, the Public Defender, and the Alternate Public Defender stated they would temporarily make this work for the Court's opening in January 2011, but they wanted to have a longer-term conversation on resolving the funding issue because there was no funding source identified for them. She stated having an identified funding source for the Bailiff position made this issue

different, along with the statutory direction that the Sheriff must provide a sworn person for that Court as soon as it opened.

Mr. Berkich noted it was with the cooperation of the Court that a full criminal calendar would not be put in this Court in the beginning. He said with that understanding, the District Attorney, the Public Defender, and the Alternate Public Defender felt they could support the staffing temporarily. He stated the traffic in the Court and Court's staffing needs would come back during the budget process to be addressed. Chairman Humke felt civil cases dictated a Bailiff as much as criminal cases did because people became unruly, especially when a ruling was negative.

Commissioner Larkin suggested it would be entirely appropriate to continue this item. He said the Board would continually face this issue next year and, if a hard line was not held, the Board would be piecemealed to death.

Chairman Humke said a committee was formed a couple of years ago to look at conducting the budget process in a business-like manner, which included representatives from the Sheriff's Office and other significant agencies. He felt the County should stick with that process. He asked if there would be any timeline on the continuance or would it be until further notice. Commissioner Larkin said the Manager would bring back something to the Board. Ms. Simon advised there would be no Board meeting until January 11, 2011, which would be after the Court opened. Chairman Humke said Captain Kelly indicated the Court would be staffed.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Chairman Humke, which motion duly carried, it was ordered that Agenda Item 40 be continued.

**5:10 p.m.** On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried, the Board went into a Closed Session under Nevada Revised Statute (NRS) 241.030(1) to consider a Work Card Permit Appeal.

**10-1154      AGENDA ITEM 54 – WORK CARD PERMIT APPEAL**

**Agenda Subject: "The Washoe County Commission will adjourn from the Commission Chambers and reconvene in the County Commission Caucus Room (1001 E. 9<sup>th</sup> Street, Building A, 2<sup>nd</sup> Floor, Reno) to consider the work card permit appeal for Nicole M. Richmond. The HEARING will be a CLOSED SESSION to discuss the applicant's character or other matters under NRS 241.030(1). Following the Closed Session, the Commission will return to open session in the Commission Chambers to take action on the appeal and finish the remainder of the December 14, 2010 Board Agenda."**

**5:11 p.m.** Commissioner Larkin left the meeting prior to the consideration of the appeal.

**5:52 p.m.** The Board returned to open session in the Caucus Room with Commissioner Larkin absent to take action on the appeal.

Commissioner Jung indicated not enough education was done in the County regarding the consequences of DUI convictions. She indicated Ms. Richmond received poor legal advice from her attorney regarding pleading guilty, especially if he was cognizant of what her career choice was. She said Ms. Richmond had no history with Child Protective Services and had paid her debt to society. She noted this type of job was ideal for a single mother, because she could take her child with her and did not have to pay childcare costs. She found Ms. Richmond to be forthcoming and honest and, most importantly, the parents were aware of the situation and provided glowing recommendations, as did the licensee holder.

Commissioner Jung felt this was too much government meddling in people's affairs, because the licensed care provider was ultimately responsible for her staff. She said if the licensed care provider and the parents did not have a problem, it was not her business. She stated Ms. Richmond's current age compared to her age two years ago also made a difference in cognitive development and how someone looked at the world. She advised she supported overturning the decision by the Sheriff's Office.

Chairman Humke asked if Commissioner Jung would move to repeal the Ordinance at the appropriate time. Commissioner Jung said she would move to change this whole process, because it was a colossal waste of time and money. She said the Ordinance stated "the Sheriff may deny," so they went through the whole process and then had to bring it to the Commission to ultimately make the decision.

Commissioner Weber felt two years was not much time, even though she understood what Commissioner Jung was saying. She suggested granting the work card permit, while having Ms. Richmond come back on her own to report to the Commission. She stated the Commission would hear about other problems should they occur.

Chairman Humke suggested adding some conditions to the work card, which would require frequent drug testing. Commissioner Jung asked how much a drug test was. Ms. Richmond replied \$35. Commissioner Jung said it might be better to have the drug testing done once a month for the first year. She felt it went back to the child care licensee to be concerned about the drug testing. Chairman Humke stated he was sorry, but this Ordinance was being enforced on behalf of children. He said the center provided infant day care, which were the most defenseless people around. Commissioner Jung said she agreed, and she seconded Chairman Humke's conditions whole heartedly. Ms. Richmond stated she completely understood. She explained she was the teacher of three-year olds, and she was never by herself with the children. She assured the Commission she would never go to work loaded. Chairman Humke noted she could be by herself if there were few enough children.

Commissioner Breternitz said he was torn on this matter, and he felt for Ms. Richmond. He said he would not vote for this appeal, because he believed there should be a discussion regarding modifying the Ordinance to establish a set of provisions, that once met, would allow a permit to be granted.

On motion by Chairman Humke, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent and Commissioner Breternitz voting “no,” it was ordered that Nicole M. Richmond’s appeal of the denial of her work card permit be overturned with the conditions that Ms. Richmond voluntarily submit for drug testing weekly for a period of eight weeks at the start of employment at the Early Years Academy and that the license be specific to employment at the Early Years Academy. It was also ordered, if Ms. Richmond left the Early Years Academy and sought employment at another facility, that change would be reported to Social Services. It was further ordered that Ms. Richmond voluntarily submit for drug testing once every two weeks for an additional two months and then monthly thereafter over the course of a full twelve months.

**6:29 p.m.** The Board reconvened in the Commission Chambers to hear the remainder of the agenda with Commissioner Larkin absent.

### **PUBLIC HEARINGS**

#### **10-1155 AGENDA ITEM 56 – RENO JUSTICE COURT**

**Agenda Subject: “Second reading and adoption of an Ordinance amending Chapter 5 (Administration and Personnel) modifying the computation of longevity pay for Justices of the Peace retroactive to January 1, 2010; and other matters properly related thereto (Bill No. 1632)--Reno Justice Court. (All Commission Districts.)”**

**6:30 p.m.** The Chairman opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance.

Amy Harvey, County Clerk, read the title for Ordinance No. 1454, Bill No. 1632.

There was no response to the call for public comment and the Chairman closed the public hearing.

Commissioners Weber, Jung and Breternitz and Chairman Humke disclosed they met with many of the Justices of the Peace regarding this issue.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Larkin absent, it was ordered that Ordinance No. 1454, Bill No. 1632, entitled, **“An Ordinance Amending Chapter 5 (Administration and Personnel) modifying the computation of longevity pay for Justices of the Peace retroactive to January 1, 2010; and other matters properly**

related thereto (Bill No. 1632),” be approved, adopted and published in accordance with NRS 244.100.

**10-1156      AGENDA ITEM 57 – COMMUNITY DEVELOPMENT**

**Agenda Subject:** “Second reading and adoption of an Ordinance amending the Washoe County Code Chapter 110, Development Code, Article 406, Building Placement Standards, to increase the density for manufactured home parks within the Medium Density Suburban (MDS) and Medium Density Suburban 4 (MDS 4) regulatory zones for all areas within Washoe County previously designated Trailer Overlay (TR) zoning and providing other matters properly relating thereto. (Bill No. 1633)--Community Development. (All Commission Districts.)”

**6:32 p.m.**      The Chairman opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance.

Amy Harvey, County Clerk, read the title for Ordinance No. 1455, Bill No. 1633.

There was no response to the call for public comment and the Chairman closed the public hearing.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Larkin absent, it was ordered that Ordinance No. 1455, Bill No. 1633, entitled, “**An Ordinance amending the Washoe County Code Chapter 110, Development Code, Article 406, Building Placement Standards, to increase the density for manufactured home parks within the Medium Density Suburban (MDS) and Medium Density Suburban 4 (MDS 4) Regulatory Zones for all areas within Washoe County previously designated Trailer Overlay (TR) zoning and providing other matters properly relating thereto. (Bill No. 1633),**” be approved, adopted and published in accordance with NRS 244.100.

**10-1157      AGENDA ITEM 58 – COMMUNITY DEVELOPMENT**

**Agenda Subject:** “**Regulatory Zone Amendment Case Number RZA10-001 for the Palomino Valley General Improvement District--Community Development. (Commission District 4.)** To amend the regulatory zone map changing one parcel from General Rural Residential (GRR) to General Rural (GR) as authorized in Article 821 of the Washoe County Development Code. The parcel is located at the northeast corner of Stirrup Drive and Wayside Road and is addressed as 5105 Wayside Road. The parcel is ±42.53-acres in size and is currently designated General Rural Residential (GRR) in the Warm Springs Area Plan, and is situated in a portion of Section 33, T23N, R21E, MDM, Washoe County, Nevada. The property is located in the Warm Springs Citizen Advisory Board boundary; and if approved, authorize the Chairman to execute a Resolution adopting Regulatory Zone Amendment. (APN: 077-350-02)”

**6:34 p.m.** Chairman opened the public hearing by calling on anyone wishing to speak for or against Regulatory Zone Amendment Case Number RZA10-001 for the Palomino Valley General Improvement District.

There was no response to the call for public comment and the Chairman closed the public hearing.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered Agenda Item 58 be approved, authorized, and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**10-1158      AGENDA ITEM 46 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Discussion and possible direction to staff regarding closure of at-grade private railroad crossings in the West Truckee Meadows and development of a policy regarding establishment of new at-grade crossings by action of the Board of County Commissioners pursuant to NRS 704.300 and NAC 703.445 and other matters properly related thereto--Community Development. (Commission Districts 1 and 5; all Commission Districts possibly impacted.)”**

Adrian Freund, Community Development Director, stated the recommendations in the staff report were based on a team consisting of the Federal Railroad Administration, Union Pacific Railroad, Nevada Department of Transportation (NDOT), Nevada Public Utilities Commission (PUC), and some local people going out into the field in July 2010 to look at all of the crossings between the Old River Inn to the California state line to determine if any of them were candidates for consolidation or closure. He said the team looked at three private crossings and one temporary crossing as possible closure candidates. He discussed the issues with the crossings and their locations as shown on the map, which was placed on file with the Clerk. He stated staff wanted direction on closing the private at-grade crossings.

Mr. Freund stated the Board had an application for a new crossing in May 2010. He believed that was the first request the Board had ever seen, and he did not expect the Board would see many more of them. He said Commissioner Larkin requested a policy be developed, which could be found on page 4 of the staff report. He said the policy was put together after looking at examples of the federal and the State’s policies, and he discussed various policy examples and the proposed Washoe County policy.

Commissioner Breternitz asked if the Commission could close the four private railroad crossings. Mr. Freund replied the County could approve the closures, but the actual closures would be done in conjunction with the Union Pacific Railroad. He explained their Crossing Manager wanted assurances from the emergency responders that the alternate access was acceptable. Commissioner Breternitz asked if the County would be assuming any additional liability in closing the four private railroad crossings. Mr.

Freund replied if there was an acceptable alternate public access, there would be no downside whatsoever.

Chairman Humke said the recommendation was to allow no net increase in crossings, which would be to take one out of service to allow a new crossing. Mr. Freund replied that was the goal. He said the applicant must also demonstrate there was no alternate means of access to reach the property.

Chairman Humke asked where the two-for-one standard came from. Mr. Freund replied it was a Federal Railroad Administration goal, while the PUC would like to see at least a one-to-one offset. He explained it was easier to accomplish that in larger jurisdictions, but it would not always be possible to meet those goals. He said an inventory was kept and, when an application came to the Board, staff would look for opportunities to close a railroad crossing in lieu of the new one.

Commissioner Weber asked if special direction would be needed on developing the new policy. Mr. Freund said he provided a framework for the policy, which would need to be fleshed out by putting the inventory together. He said the inventory would give the Board something to look at if it received an application for a new railroad crossing. He explained what was in the staff report was essentially the policy.

Commissioner Weber asked if the closures involved any expense. Mr. Freund replied there was not. He said the expense she was probably thinking of was associated with the potential need to upgrade crossings to establish a “quiet zone.” He stated the other concern the Commission expressed was any potential liability there would be in establishing a “quiet zone, which he believed the Union Pacific officials answered the last time they came before the Board. Commissioner Weber agreed there should be a policy and it would impact all districts.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Chairman Humke, which motion duly carried with Commissioner Larkin absent, it was ordered staff be directed to move ahead with closing four private railroad crossings and to develop a policy based on the recommendations contained in the staff report.

**10-1159      AGENDA ITEM 47 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Discussion and possible direction to staff to implement alternatives to manage the business of the Washoe County Board of Adjustment, including, but not limited to, creating hearing examiner positions to handle some or all cases currently handled by the Board of Adjustment, enacting an Ordinance making the County Commission the ex-officio Board of Adjustment, eliminating the Board of Adjustment and shifting its workload to the Planning Commission, or**

**leaving the current system in place--Community Development (requested by Commissioner Weber). (All Commission Districts.)”**

Commissioner Weber said the staff report explained the Board of Adjustment was needed. She stated she appreciated the work staff did in preparing the staff report to answer her question.

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

Commissioner Jung thanked Adrian Freund, Community Development Director, for his service to the County. Mr. Freund said he appreciated working with the Commissioners and a tremendous amount was accomplished and he thanked them for all of their support.

**10-1160      AGENDA ITEM 53 – 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.)”**

Katy Simon, County Manager, said there no issues to update the Board on. She advised tomorrow was the deadline for Legislative bill draft requests (BDR’s) and 150 to 200 new BDR’s were expected. She said also pre-filed bills would be released tomorrow, which meant the actual language would be available soon. She stated an updated BDR list would be given to the Board in January 2011.

Ms. Simon said the Board would review and approve its Legislative Communication policy in January 2011, as well as various issue position papers currently being developed by staff. She stated there was a lengthy list of items that would be subjects for legislative discussion and this time was being used to prepare papers on those issues.

There was no response to the call for public comment.

**10-1161      AGENDA ITEM 59 – REPORTS/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 Committee, Citizen Advisory Boards).”**

There were no reports or updates presented.

There was no response to the call for public comment.

**10-1162      AGENDA ITEM 60 – 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 AND REPORTS**

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

**COMMUNICATIONS:**

**10-1163**      Washoe-Storey Conservation District, Notice of Election to be held on November 9, 2010 for Supervisors of the District.

**10-1164**      Agreement between Washoe County and Social Entrepreneurs, Inc. for Fiscal Year 2010/11.

**10-1165**      Ordinance No. 963, recorded Southwest Pointe Partners (Nell J. Redfield Trust)/Washoe County, Final Development Agreement adopted at the July 23, 1996 Board of County Commissioners meeting.

**10-1166**      Ordinance No. 1007, recorded Curti Ranch Two (Lewis Homes of Nevada)/Washoe County, DA5-1-95, Final Development Agreement adopted at the February 10, 1998 Board of County Commissioners meeting.

**10-1167**      Ordinance No. 1118, recorded Curti Ranch Two (Lewis Homes of Nevada)/Washoe County, DA5-1-95, Final Development Agreement adopted at the May 21, 2001 Board of County Commissioners meeting.

**10-1168**      Ordinance No. 1215, recorded Tom and Lannette Pratt/Washoe County, DA03-001, Development Agreement adopted at the September 9, 2003 Board of County Commissioners meeting.

**10-1169**      Ordinance No. 1303, recorded Warm Springs Ranch (Palomino Valley Associates, LLC)/Washoe County, DA06-001, Initial Development Agreement adopted at the August 14, 2001 Board of County Commissioners meeting.

- 10-1170** Ordinance No. 1310, recorded Sierra Nevada Equestrian Estates LLC/Washoe County, DA05-003, Development Agreement, adopted at the July 11, 2006 Board of County Commissioners meeting.
- 10-1171** Ordinance No. 1366, recorded World Properties (Sierra Reflections)/Washoe County, DA08-003, Development Agreement, adopted at the April 28, 2008 Board of County Commissioners meeting.
- 10-1172** Ordinance No. 1406, recorded Ladera Ranch 390, LLC/Washoe County, DA09-004, Development Agreement, adopted at the May 26, 2009 Board of County Commissioners meeting.
- 10-1173** Ordinance No. 1424, recorded Harris Ranch (Spanish Springs Associates Limited Partnership)/Washoe County, DA07-002, Amended and Restated Agreement, adopted at the November 11, 2009 Board of County Commissioners meeting.
- 10-1174** Nevada Tahoe Conservation District's election results and poll list for November 3, 2010 Board of Supervisor's election.

#### **REPORTS – QUARTERLY**

- 10-1175** Grand View Terrace General Improvement District Financial Statements Compilation Report as of September 30, 2010.
- 10-1176** Washoe County School District's Quarterly Report for the Fourth Quarter of Fiscal Year 2009/10 ending June 30, 2010.
- 10-1177** Washoe County School District's Quarterly Report for the First Quarter of Fiscal Year 2010/11 ending June 30, 2011.

#### **REPORTS – ANNUAL**

- 10-1178** City of Reno, 2010/11 Budget-in-Brief.
- 10-1179** City of Reno, 2010/11 Adopted Budget.
- 10-1180** City of Reno, 2010/11 Budgeted Capital Improvement Plan and 20 Year Capital Improvement Plan.
- 10-1181** North Lake Tahoe Fire Protection District Financial Statements for the year ended June 30, 2010.
- 10-1182** Palomino Valley General Improvement District Financial Statements Fiscal Year 2009-2010 Audit.

**10-1183** Sun Valley General Improvement District (SVGID) Financial Statements and Supplementary Information for the Fiscal Year Ended June 30, 2010.

\* \* \* \* \*

**6:55 p.m.** There being no further business to come before the Board, the meeting was ordered adjourned.

---

**JOHN BRETERNITZ**, Chairman  
Washoe County Commission

**ATTEST:**

---

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

*Minutes Prepared by Jaime Delleria and Jan Frazzetta, Deputy County Clerks*

**POSSIBLE MOTION**

Authorize Washoe County Treasurer to Auction six delinquent parcels held in Trust that were previously requested by the Washoe County Parks and Approve and Execute Resolution Authorizing the Washoe County Treasurer to Transfer to The City of Reno, Real Property held in Trust Due to Property Tax Delinquencies and Other Matters Properly Related Thereto.

A RESOLUTION AUTHORIZING THE COUNTY TREASURER TO TRANSFER TO OTHER GOVERNMENTAL ENTITIES, 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 may be conveyed in the manner required by state law after proper notice is given, (NRS 361.595); and

WHEREAS, attached to this resolution and incorporated herein is Exhibit A, a list of tax delinquent parcels held by the county treasurer in trust that the board of county commissioners desires to have conveyed to other governments as more specifically set forth in Exhibit A; and

WHEREAS, pursuant to NRS 361.603 local governments or the University System are authorized to acquire property held in trust by the county to serve a public purpose in return for the payment of the delinquent taxes; and

WHEREAS, pursuant to NRS 361.603 no delinquent taxes need be paid for property transferred to a local government for street, sewer or drainage uses, for use in a program for the rehabilitation of abandoned residential properties established by the local government pursuant to chapter 279B of NRS, or for use as open-space real property as designated in a city, county or regional comprehensive plan.

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 transferring the parcels listed in Exhibit A to Washoe County would serve the public purposes stated in the exhibit.

2. The Washoe County Treasurer is hereby ordered pursuant to NRS 361.603 to transfer the parcels listed in Exhibit "A", item #2 to the governmental unit(s) for the

10-1087

purposes stated in Exhibit "A" in the manner required by state law after proper legal notice has been given.

3. If some irregularity or circumstance arises before the transfer of any certain parcel listed in the exhibits to this resolution 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 14<sup>th</sup> day of December 2010 by the following vote:

AYES: Hunke, Weber, Bretteritz, Jung, Larkin

NAYS: 0

ABSENT: 0

ABSTAIN: 0

Paul Weber  
Chairman  
Washoe County Commission

ATTEST:  
Amy Hawey  
County Clerk

1801-01

9A

EXHIBIT "A"

2010 Tax Delinquent Parcels to be withheld  
From Sale to the general public

1. Those parcels previously withheld (as noted in the Tax Delinquent Lands Book)
2. The City of Reno, Department of Parks, Recreation and Community Services has requested acquisition of forty-three parcels:

<u>APN</u>	<u>USE</u>	<u>BACK TAX</u>
010-590-01	OPEN SPACE	\$0.00/Common Area
010-590-02	OPEN SPACE	\$0.00/Common Area
010-591-01	OPEN SPACE	\$2,468.92
010-591-02	OPEN SPACE	\$2,369.01
010-592-01	OPEN SPACE	\$2,524.13
010-592-02	OPEN SPACE	\$2,508.31
010-592-03	OPEN SPACE	\$2,282.21
010-592-04	OPEN SPACE	\$2,282.21
010-592-05	OPEN SPACE	\$2,282.21
010-592-06	OPEN SPACE	\$2,524.13
010-593-01	OPEN SPACE	\$2,524.13
010-593-02	OPEN SPACE	\$2,508.31
010-593-03	OPEN SPACE	\$2,282.21
010-593-04	OPEN SPACE	\$2,282.21
010-593-05	OPEN SPACE	\$2,508.31
010-593-06	OPEN SPACE	\$2,524.13
010-594-01	OPEN SPACE	\$2,524.13
010-594-02	OPEN SPACE	\$2,508.31
010-594-03	OPEN SPACE	\$2,282.21
010-594-04	OPEN SPACE	\$2,282.21
010-594-05	OPEN SPACE	\$2,508.31
010-594-06	OPEN SPACE	\$2,524.13
010-595-01	OPEN SPACE	\$2,524.13
010-595-02	OPEN SPACE	\$2,508.31
010-595-03	OPEN SPACE	\$2,282.21
010-595-04	OPEN SPACE	\$2,282.21
010-595-05	OPEN SPACE	\$2,508.31
010-595-06	OPEN SPACE	\$2,524.13
010-601-01	OPEN SPACE	\$2,524.13
010-601-02	OPEN SPACE	\$2,508.31
010-601-03	OPEN SPACE	\$2,282.21
010-601-04	OPEN SPACE	\$2,282.21
010-601-05	OPEN SPACE	\$2,508.31
010-601-06	OPEN SPACE	\$2,524.13
010-602-01	OPEN SPACE	\$2,894.76
010-602-02	OPEN SPACE	\$3,197.10
010-602-03	OPEN SPACE	\$3,197.10

1807-01

010-602-04	OPEN SPACE	\$2,894.76
010-603-01	OPEN SPACE	\$3,197.10
010-603-02	OPEN SPACE	\$3,762.28
010-603-03	OPEN SPACE	\$3,762.28
010-603-04	OPEN SPACE	\$3,197.10
010-604-01	OPEN SPACE	\$0.00/Common Area

10-1081

**RESOLUTION**

A resolution requesting the assistance of the attorney general in the possible prosecution of a male over the age of 18 for alleged 3<sup>rd</sup> time DUI (a felony) and other matters properly related thereto; and if approved, authorize the chairman to execute the resolution

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

WHEREAS, the District Attorney's Office has recently been called upon to prosecute a case involving potential charges of alleged 3<sup>rd</sup> time DUI (a felony) against Douglas Robert Horrigan of Reno, Nevada; and

WHEREAS, Mr. Horrigan's mother is an employee of the Washoe County District Attorney's office at all times relevant to the potential criminal case against Mr. Horrigan; and

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

WHEREAS, if the Washoe County District Attorney's Office proceeds with the prosecution of Douglas Robert Horrigan there may be some suggestion of impropriety or conflict of interest based on Mr. Horrigan's familial relationship to an employee of the Washoe County District Attorney,

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

10-1086

45(2)

1. That in accordance with the provisions of NRS 228.130, the Nevada Attorney General is hereby requested to assume complete responsibility for the handling of the criminal prosecution of Douglas Robert Horrigan for alleged 3<sup>rd</sup> time DUI (a felony).

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

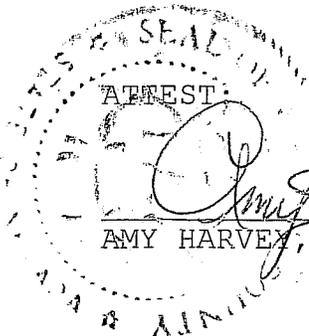
[Business Impact Note: The Board of County Commissioners hereby finds that this resolution does not impose a direct and significant economic burden upon a business, nor does it directly restrict the formation, operation or expansion of a business.]

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

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



DAVID HUMKE, Chairman



  
AMY HARVEY, County Clerk

10-10816

95(2)

RESOLUTION

A resolution requesting the assistance of the attorney general in the possible prosecution of a female over the age of 18 for alleged burglary and grand larceny and other matters properly related thereto; and if approved, authorize the chairman to execute the resolution

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

WHEREAS, the District Attorney's Office has recently been called upon to prosecute a case involving potential charges of burglary and grand larceny against Adriana Botello of Reno, Nevada; and

WHEREAS, Adriana Botello was directly and substantially involved in recent federal civil litigation against Richard Gammick and other officials of the district attorney's office and Washoe County; the litigation was commenced in 2003 by Rene Botello (deceased) who was married to Adriana Botello; the litigation involved claims that the actions of Mr. Gammick and others infringed upon Rene Botello's federal and state rights including violation of the First Amendment and state law claims of defamation and intentional infliction of emotional distress; and

WHEREAS, in May of 2010 the federal court decided the case in favor of Mr. Gammick and the other county defendants; while

10-1087

92(3)

no litigation involving the Botellos is presently pending, the recently concluded litigation was protracted and intense; and

WHEREAS, Adriana Botello at all relevant times was an employee of the Washoe County Social Services Department; and

WHEREAS, the Washoe County District Attorney asked the Board of County Commissioners at its meeting of September 28, 2010 to approve having the Nevada Attorney General take a different criminal case involving Ms. Botello; and

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

WHEREAS, if the Washoe County District Attorney's Office proceeds with the prosecution of Adriana Botello there may be some suggestion of impropriety or conflict of interest based on Ms. Botello's role in the recent civil litigation or Ms. Botello's employment with Washoe County,

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

1. That in accordance with the provisions of NRS 228.130, the Nevada Attorney General is hereby requested to assume complete responsibility for the handling of the criminal prosecution of Adriana Botello involving the potential charges of burglary and grand larceny.

10-10-17

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

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

ADOPTED this 14<sup>th</sup> day of December, 2010,  
by the following vote:

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

*David Humke*

DAVID HUMKE, Chairman

ATTEST:  
*Amy Harvey*  
AMY HARVEY, County Clerk

10-1087

# RESOLUTION

WHEREAS, Washoe County formed a Hazard Mitigation Steering with regional partners (the Cities of Sparks and Reno, the Reno-Sparks Indian Colony and the Pyramid Lake Paiute Tribe) and the efforts of this committee have resulted in the first Regional Multi-Hazard Mitigation Plan; and

WHEREAS, Washoe County and regional partners conducted a Hazard Vulnerability Analysis (HVA) and integrated public input as part of this process, to consider the natural, technological, and human caused risks to which the County is vulnerable; and

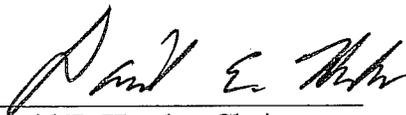
WHEREAS, Recent events have shown that the County must remain ever vigilant to eliminate or reduce the risk to human life, property and the environment posed by hazards; and

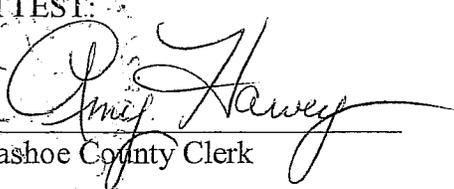
WHEREAS, The Regional Multi-Hazard Mitigation Plan's purpose is to integrate hazard mitigation strategies into the activities and programs of the County; and

WHEREAS, The Regional Multi-Hazard Mitigation Plan is a living document; now, therefore, be it

RESOLVED, That the Washoe County Board of Commissioners, on behalf of the residents of Washoe County, adopt the Washoe County Regional Multi-Hazard Mitigation Plan, and further direct that the County Emergency Manager continue to inform the public and community of the hazard mitigation strategies recommended by the plan.

ADOPTED this 14<sup>th</sup> day of December, 2010.

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

  
ATTEST:  
  
\_\_\_\_\_  
Washoe County Clerk

10-1070

AK(3)

INTERGOVERNMENTAL AGREEMENT  
BETWEEN WASHOE COUNTY AND SUN VALLEY  
GENERAL IMPROVEMENT DISTRICT REGARDING TEMPORARY  
MAINTENANCE AND OPERATIONS OF HIGHLAND RANCH PARK

THIS AGREEMENT, is made and entered into the day and year below written, by and between Washoe County ("County"), a political subdivision of the State of Nevada, and Sun Valley General Improvement District ("SVGID"), a political subdivision of the State of Nevada, organized pursuant to the provision of Chapter 318 of Nevada Revised Statutes.

RECITALS

WHEREAS, the County is the owner of certain real property, more commonly known as Highland Ranch Park, APNs [083-730-11 and 083-011-16] totaling 29.35 acres, as illustrated in Vicinity Map Exhibit A, attached hereto and incorporated by reference, located in Sun Valley, Nevada, and (hereafter referred to as the "Park"); and

WHEREAS, the County and SVGID entered into an agreement on March 23, 2009 to transfer title of the Park and other certain County owned parks within SVGID's jurisdiction from County to SVGID no later than April 1, 2011; and

WHEREAS, the County is prepared to transfer title to the other certain parks effective January 3, 2011 but is unable to transfer title to Highland Ranch Park at that time due to federal requirements established by the Department of the Interior Bureau of Land Management (BLM) associated with the Land Patent; and

WHEREAS, SVGID would like to assume operation and maintenance of Highland Ranch Park from the County effective January 3, 2011 pending final issuance of a new Land Patent from BLM;

8601.01

91(3)

NOW THEREFORE, for and in consideration of the mutual promises and covenants of the County and SVGID as set forth herein, and for other good and valuable consideration, the County and SVGID agree as follows:

1. OPERATION OF PARK. SVGID shall operate and maintain Park to a level acceptable to County and consistent with the County's adopted standards as illustrated in Exhibit B, attached hereto and incorporated by reference. SVGID will expend funds necessary to operate and maintain Park, including, without limitation, ensuring a clean and safe park for the public and any other services and improvements necessary to ensure that the Park is safely functioning and maintained to a level acceptable to the County. SVGID will be responsible for all maintenance and operation tasks associated with the park including but not limited to the following: weed abatement; debris removal; erosion and drainage controls; snow removal; graffiti removal and vandalism repairs; equipment/sign repair and replacement; utility and irrigation assessment and repairs; responding to public input related to park; regulating off road vehicle and illegal dumping activities; regularly patrolling the park; conduct playground safety inspections by certified personnel; and ensure drainage, surface material and slope consistency. SVGID shall be responsible for purchasing, ordering and supplying all necessary labor, materials equipment, and the hiring of qualified contractors, subcontractors or agents, if necessary to maintain Park to existing adopted standards and consistent with established County Greenbook Standards. SVGID will also be financially responsible for all costs associated with the park including water rights and all utility costs.

2. TERM/RENEWAL. The term of this Agreement shall be in effect until BLM issues a new Land Patent to SVGID for the Park..

3. CONSTRUCTION IMPROVEMENTS. During the term of this Agreement, SVGID shall be entitled to install improvements to the Park that are consistent with the use of

8307-01

the Park and as outlined in the approved Park Master Plan as identified in Exhibit C attached hereto and incorporated by reference, provided the plans, products, materials, designs, specifications and locations are consistent with County Greenbook Standards, and have been approved, in writing, by the Director of the Department of Regional Parks and Open Space ("Director") or his designee and reviewed, approved and permitted by the appropriate jurisdiction. In the event SVGID is granted permission from the Director, his designee and the appropriate jurisdiction to construct or install improvements in the Park, SVGID shall bear sole responsibility for all costs, fees and expenses associated with design, purchase and installation of materials, construction, maintenance and for obtaining all permits and licenses required for such construction. Contracts for construction shall be reviewed and approved by County and the County's standard insurance requirements shall apply prior to construction. The latest "Standard Details for Public Work Construction" (Orange Book) and "Standard Details for Park and Open Space Construction" (Green Book) are required and incorporated by reference. SVGID shall keep the Park free from any liens arising out of any work performed, or materials furnished, or obligations incurred by SVGID. SVGID shall hold County harmless from any expenses and shall remove any liens that may be filed as a result of work performed, materials furnished, obligations incurred or improvements made by or at the direction of SVGID. The County shall be named as an additional insured by all contractors, officers, or agents conducting work at the park.

10-1098

4. INDEMNIFICATION AND HOLD HARMLESS. SVGID agrees to indemnify, hold harmless and defend County, its officers, agents, and employees from and against any claim, suit, action or cause of action for injury, including death or property damage to any person, including SVGID members or their invitees or from any claims for damages or injury suffered by SVGID members or their invitees or the general public as a result of intentional or negligent acts of SVGID, its members or invitees, or the condition of those parts of the Premises which have been installed, constructed, altered operated or maintained by SVGID or its members or invitees acting as a representative of or on behalf of SVGID.

5. INSURANCE. SVGID shall, at its sole cost and expense, secure and maintain in full force and effect during the term of this Agreement, a policy or policies of comprehensive general liability insurance issued by an insurance carrier or carriers licensed to do business in the State of Nevada and approved by County's Risk Manager. Such policy shall insure against loss, damage, or liability for injury to or death of persons or their property occurring from any cause whatsoever in, upon, or about the Premises. Such liability insurance shall be in the sum of not less than ONE MILLION DOLLARS (\$1, 000,000) for injury or death in each occurrence.

Each policy required to be maintained by SVGID shall contain the following endorsements:

a) This insurance policy will not be cancelled without thirty (30) days written notice to County.

b) That County is not liable for the payment of any premiums or assessments on this policy.

c) County will be named as additional insured.

d) SVGID shall provide County with a certificate of insurance evidencing coverage and an original endorsement effecting coverage as required above.

e) SVGID's insurance shall be primary as respects COUNTY. Any insurance or self-insurance maintained by COUNTY shall be in excess of SVGID's insurance and shall not contribute with in any way.

6. ASSIGNMENTS AND SUBLEASES. SVGID shall neither assign, sublease, nor otherwise convey any interest of any sort granted by this Agreement to any person or persons, entity or entities, whatsoever without written consent and approval of the conveying document by County. It is acknowledged that this requirement does not create an obligation on County to approve any such assignment, sublease or other conveyance.

10-1098

7. TERMINATION. In the event either SVGID or County breaches or otherwise defaults in the performance of any of the terms, covenants, or conditions of this Agreement, the non-breaching party shall be entitled to terminate this Agreement upon written notice to the party in breach or default describing both the nature of the alleged breach or default and date of termination. If the default is one capable of being cured, the defaulting party shall have thirty (30) days from receipt of the notice of termination in which to cure the stated default provided, however, that an excessive number of breaches may constitute grounds for termination, whether cured or not.

It is acknowledged that the Premises is a public Premises and that, if SVGID's use of the Premises unreasonably interferes with the public's right to use of the Premises, then this Agreement may be terminated.

With or without cause, County may terminate this Agreement and all rights granted hereby by giving thirty (30) days' written notice, unless there is an immediate danger to health and/or safety, in which case termination may be immediate.

8. ENTIRE AGREEMENT. There are no agreements, warranties, or representations, express or implied, except those expressly set forth herein. All agreements, representations, and warranties contained in this Agreement shall apply as of the date of this Agreement.

9. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

10. NOTICES. All notices to be given with respect to this Agreement must be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, and return receipt requested, to the party or parties to be notified at the address or addresses set forth herein, or at such address as either party may, from time to time, designate in writing.

FD-1098

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained shall be construed to preclude personal service of any notice in the manner prescribed for personal service of summons or other legal process.

Address for SVGID:

Sun Valley General Improvement District

Attn: General Manager

5000 Sun Valley Blvd.

Sun Valley, NV 89433

Address for COUNTY:

Washoe County Department of Regional Parks and Open Space

Attn: Director

2601 Plumas Street

Reno, Nevada 89509

11. FULL PERFORMANCE. This Agreement and the terms and conditions hereof shall apply to and are binding upon the successors, and assigns of County and SVGID.

12. TIME OF ESSENCE. Time is of the essence in all of the provisions of this Agreement.

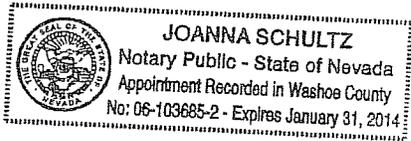
10-1098

WASHOE COUNTY, by and through its Department of Regional Parks and Open Space

By *D. Doolittle*  
Doug Doolittle, Director

STATE OF NEVADA)  
COUNTY OF WASHOE )

On the 21<sup>st</sup> day of December, 2010, personally appeared before me, a Notary Public, Doug Doolittle known to me to be the Director of the Washoe County Department of Regional Parks and Open Space and who acknowledged to me that s/he executed the above instrument for the purposes therein contained.



*Joanna Schultz*  
Notary Public

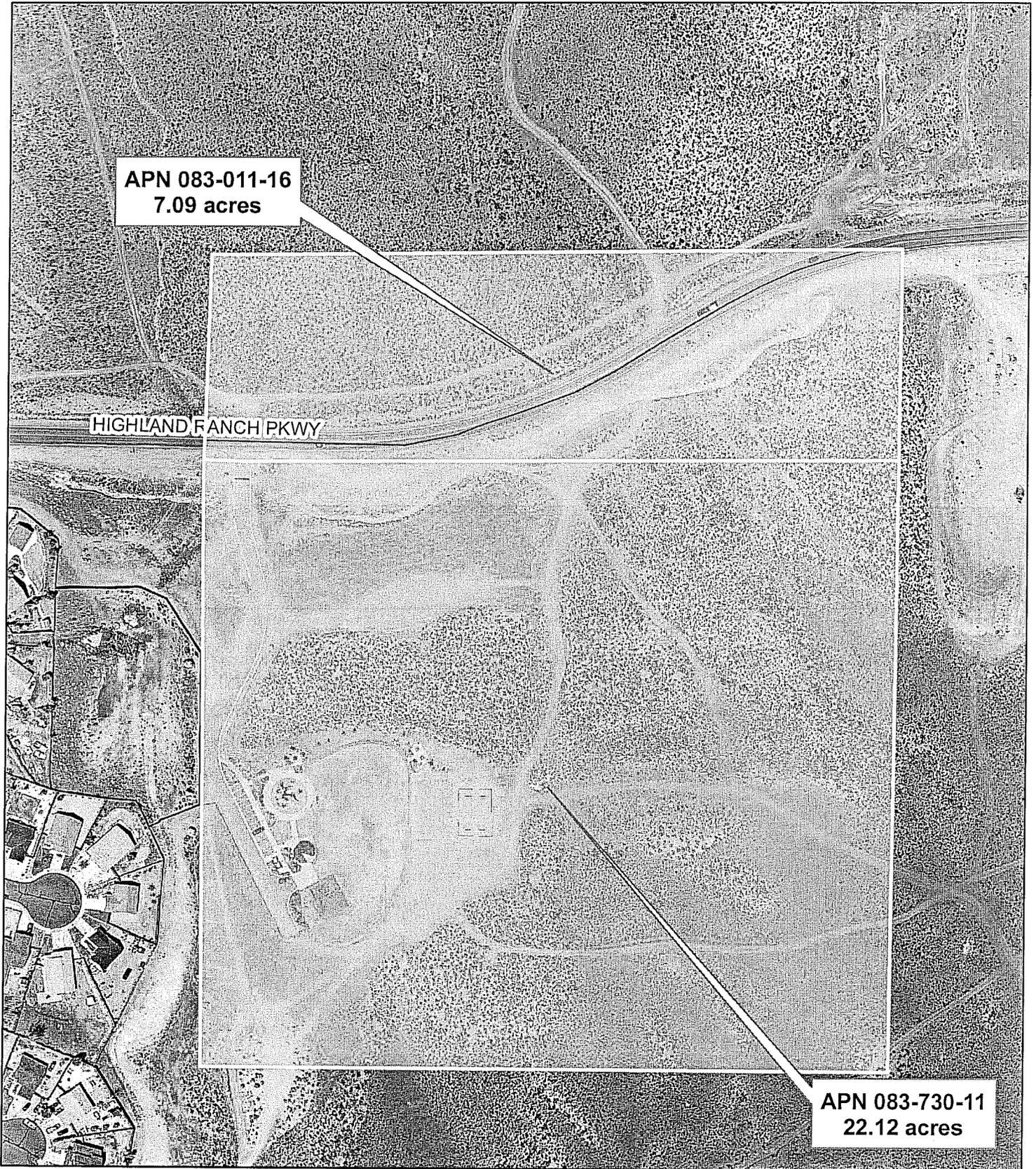
SVGID GENERAL IMPROVEMENT DISTRICT

By *Patricia Lancaster*  
Chairperson, Board of Trustees

ATTEST:

*Myra... [Signature]*  
Secretary, Board of Trustees

10-1078



APN 083-011-16  
7.09 acres

HIGHLAND RANCH PKWY

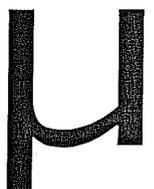
APN 083-730-11  
22.12 acres

8601-01

# HIGHLAND RANCH PARK

SVGID proposed ownership

## EXHIBIT A



# EXHIBIT B

## Park Maintenance Work Program Greenbook Standards

### Turf Standard

Turf will be healthy with a smooth surface and uniform green color. Turf will not exhibit bare spots and will be weed and pest free. All turf areas will be maintained to support their designed use.

### Turf Tasks

Task	Description	Frequency	Season
Mowing 001	Even height, complete coverage, neat cutting, growth kept off pavement. Height range: 2 1/2 to 3 inches	1/ week in most facilities (Experiment with variable cutting schedules)	April-October
Thatch 012	Remove dead layer where 1/2" or more shows in annual core test	1/yr if needed	March
Aerate 012	Core aeration 3" depth, pick up cores if necessary on athletic fields	3/season on athletic fields 2/season on other high use areas 1/season all others	Early Spring, early Summer and Fall
Fertilize 013	Use balanced / slow release fertilizer at rate of 1/4 to 1 lb. of actual nitrogen /1000sq ft	4/season on athletic fields or heavily used turf areas 3/season other turf areas	Spring, Summer and Fall
Irrigate 005-1	Proper coverage, regular inspections and maintenance	2 to 3/week in peak heat 1 to 2 / week cooler periods	March + October
Pest Control 006-1	Correct identification and proper control methods. Use of chemical, mechanical, cultural or biological when appropriate, determined by supervisor. Chemical applications used according to legal requirements as defined on label.	as needed (typical) weeds: post emergence 1/ week pre-emergence 2/year. Insects: 1/ year Fungus: 1/year	March-October
Edge 002	All turf abutting concrete walks	2/month in formal, high-use areas 1/month all other area	March-October
Trim 002	All grass around fences, sprinkler heads, borders, valve boxes, signs, posts etc.	1/week or as conditions dictate	March-October

8601-01

Task	Description	Frequency	Season
Top dress 014	Soil spread over uneven, rutted areas of turf w/ fine sand or triple mix. Not to exceed 1/4" in one application	1/ year or as conditions dictate	March + October
Leaf removal 007-1	Remove leaves from turf	2/yr	Spring and Fall
Litter Removal 004-1	All papers, metal, plastic, glass, etc. removed from lawn. Empty trashcans in turf areas and sports fields.	On a site demand basis, up to twice per day.	Year round
Over seeding 014	Cover bare or sparse area of turf. Use certified seeds as recommended by supervisor or specialist. Top-dress over seeded areas as needed.	1/year if needed	March or October
Renovation 014	Establish new lawns or to renovate existing lawns. Use certified seed. Cool season grass blends or single species as recommended.	As conditions require or according to five year renovation plan.	March or October
Sod 014	Use cool season grasses, preferable locally grown to insure hardiness. Used where conditions require instant lawn establishment in renovation of old turf or establishment of new lawns	As conditions require or according to five year renovation plan	March-October
Soil analysis (N/A)	Perform soil fertility tests in sports fields and problem areas.	Annually or bi-annually	Fall, Early Spring

8601-01

## Planter Beds Standards

Bedding areas will contain healthy, attractive plants that lend variety, color and interest to the landscape. These areas will be litter, weed and pests free. Planter beds will be maintained to provide secondary functions such as barriers, animal habitat, and dust and erosion control. All trees, shrubs and other plants will be trimmed, pruned or otherwise maintained to achieve natural form.

## Planter Beds Tasks

Task	Description	Frequency	Season
Planting 007-2	Plant according to Washoe County green book planting specifications	Location specific	
Pruning 007-1	Prune according to ISA standards.	Shrubs 1/yr Flowers 4-6/season	Shrubs: spring or fall Flowers: Mar to Oct
Irrigation 005-1	Adequate irrigation to sustain healthy, vigorous plant growth	1 to 3/week	March-October
Pest control 006-2	Correct identification and proper control methods. Use of Chemical, mechanical, cultural or biological when appropriate, determined by supervisor. Chemical applications according to ordinance as defined on label.	Typical: Inspections weekly peak season one/month off season	Year round
Fertilize 013	Use appropriate fertilizer according to plant needs as determined by supervisor 1/year for woody plants	2/ year for herbaceous perennials and annuals	March + October
Clean-up 007-1	Rake leaves, weed, add mulch	Initial spring clean-up and as needed through out the year	Yearly
Litter removal 004-1	Pick-up all debris when visible	Daily inspections and removal as needed	Yearly
Tree stakes 007-1	Maintenance and removal of tree stakes.	Check weekly of proper operation. Remove all tree stakes after 1 year or as determined by supervisor.	Yearly
Chipping 007-1	Chipping tree debris	As required	Yearly

8601-91

## Irrigation Systems Standards

Irrigation systems will deliver optimum water to each plant type at the lowest cost and with maximum resource conservation. Water will be delivered during non-use hours. All systems will comply with legal requirements and will protect safety of the public water system.

### Irrigation Systems Tasks

Task	Description	Frequency	Season
Repair & Replace Irrigation valves 005-4	Repair irrigation control valves and main line leaks/breaks with specified materials within 4 hours for main breaks and within 24 hours for other leaks. All repairs performed by irrigation specialist.	As needed	Spring + fall
Repair & Replace Heads 005-1	Broken heads and lateral line leaks/breaks to be repaired or replaced before next watering cycle. All repairs performed by maintainer. On a preventative basis, replace all heads at each site with new or reconditioned sprinkler heads.	Based on system inspections. 7-10 years	Spring + fall
Monitor & Adjust system 005-1	Observe the system in operation. Make adjustments. Call irrigation specialist for major items as defined by supervisor.	Weekly	Spring - fall
Adjust Controller 005-1	According to schedules and rate approved by supervisor, set irrigation clocks to deliver optimum water supply.	Spring, peak heat period, fall and with significant weather changes	Spring-fall
Start-up 024	Following site specific procedures, restore water service to each site.	Once per year	Mar-Apr
Shut-down 024	Following site specific procedures, terminate water service to each site and winterize all pipe and fixtures.	Once per year	Oct-Nov
Backflow 005-2	Complete standard backflow test and submit test report to supervisor.	At system startup each spring.	Spring
Valves 005-4	Repair valves and solenoids when indicated by inspection. Replace valves and solenoids according to manufacturers' specifications	As needed 7-10 years	Spring + fall

*8601-01*

Task	Description	Frequency	Season
Drains 005-1	Check drains at site shut down, repair or replace as needed	Once per year	Fall
Central Computer Control System 005-4	Download and observe data, adjust program according to irrigation needs. Supervisor or irrigation specialists to trouble shoot system when necessary. Upgrade software and system.	Daily during irrigation season.	
Valve Boxes 005-1	Maintain visible lids, replace if broken or missing, insure proper grade in the field and secure bolts.	Weekly in season; monthly off season	Yearly
Quick Couplers 005-1	Insure proper seating, and placement in valve box, clean from debris	Inspect when in use	March + October
Drip Systems 005-1	Inspect operation of emitters and replace as needed. Inspect placement of distribution tubing, check and clean filter and pressure regulator. Flush end lines. Check, replace and repair lines & fittings. Expand emitters out to drip line of tree as needed.	Inspect, adjust and repair at start-up. In season, observe plant stress or lack of field water.  Annually	March + October

8601-01

## Restroom Facilities Standard

Restrooms will function properly, be well stocked and odor-free. These facilities will comply with health department standards.

### Restroom Facilities Tasks

Task	Description	Frequency	Season
Clean Sinks/Fixtures and Mirrors 003-1	Use proper disinfectant, check for proper function, wash down, and keep graffiti free.	Once daily minimum Twice daily in heavy use areas during peak season.	12 months for open facilities
Clean Toilets 003-1	Use proper disinfectant, check for proper function, wash down.	Once daily minimum Twice daily in heavy use areas during peak season.	12 months for open facilities
Clean Floors 003-1	Sweep, disinfect, mop, and wash down.	Once daily minimum	12 months for open facilities
Clean Walls and Ceilings/Stall dividers 003-1	Free of graffiti and debris. Wash as necessary.	Weekly	12 months for open facilities
Empty trash containers 003-1	Dispose if over 2 full, clean barrels when necessary	Inspect once daily	12 months for open facilities
Stock Supplies 003-1	Replace trash bags, keep disinfectant, cleaning tools, toilet paper in stock. Replace T.P. on holders when less than 10% remaining.	Inspect once daily	12 months for open facilities
Lights Fixtures 003-1	Inspect for function, broken lenses, wires, bulbs	Inspect weekly	12 months for open facilities
Structures 003-1	Inspect interior/exterior for wear & tear (vandalism), check doors and locks, graffiti free, check sky/lights and windows.	Inspect weekly	12 months for open facilities

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Task	Description	Frequency	Season
Storage /chase areas 003-1	Keep clean and stocked. Report leaks to supervisor.	Weekly	12 months for open facilities
Pest control (N/A – contracted)	Correct identification and proper control methods. Use of Chemical, mechanical, cultural or biological when appropriate, determined by supervisor. Chemical applications used according to legal requirements as defined on label.	As needed	Yearly

8h01-01

## Paved Surfaces Standard

Paved pathways, parking lots and other paved areas will have smooth surfaces, be properly marked or signed and, where night use is intended, be adequately lighted. Pathways and parking lots will be free of litter and graffiti.

### Paved Surfaces Tasks

Task	Description	Frequency	Season
Clean walks 002	Keep free of hazards and debris by sweeping, washing or blowing	Inspect weekly and clean as necessary	Year round
Litter Removal 004-1	Pick up all debris in designated areas	Daily or as necessary	Year round
Clean stairs 002	Keep free of hazards and debris by sweeping, washing or blowing	Inspect weekly and clean as necessary	Year round
Clean gutters 016-1	Keep free of hazards and debris by sweeping, washing or blowing	Inspect monthly and clean as necessary	Year round
Graffiti Removal 096	Remove or paint out any visible graffiti. Report to appropriate agency.	Inspect daily and perform interdepartmental repairs within 24hrs.	Year round
Snow Removal 019	Remove mechanically, physically or chemically as available, in designated location, with priority set by supervisors.	As needed	Seasonal
Weed control 006-3	Remove all invasive vegetation chemically or mechanically. Maintain 3' set back off roads.	As needed	Seasonal

8601-Q1

## Unpaved Surfaces Standard

Unpaved surfaces will be clean, graded and compacted for its intended use.

### Unpaved Surfaces Tasks

Task	Description	Frequency	Season
Grade 034	Maintain smooth surfaces as necessary by mechanical means	Inspect twice annually or as needed.	Spring and Fall
Rake 034	Hand raking for small obstructions and debris	Monthly or as needed	Year round
Weed Removal 006-3	Remove by Chemical (pre-and post emergence) physical or mechanical means. Maintain 3' set back or as site requires.	Twice annually	
Litter Removal 004-1	Pick up all debris	Weekly and as necessary	Year round
Leaf Removal 007-1	Rake or blow off as needed	Daily or as needed	Fall

*R 697-01*

## Playground Standards

Play equipment and structures will be clean, safe and functional. All installed equipment and surfaces will meet the Consumer Product Safety Council's guidelines.

### Playground Tasks

Task	Description	Frequency	Season
Visual Inspections 021-1	Daily for obvious physical defects or hazards.	Daily	Year round
Written Inspections 021-1	Hands-on, thorough investigation of all playground components and site for physical integrity and suitability for intended use. Fill out form legibly and process work orders when needed.	Monthly	Year round
Equipment maintenance 008-2	Pressure wash and wipe down play structures	Daily	Year round
Litter Removal 008-2	Pick up all debris	Monthly	Year round
Graffiti Removal 096	Remove and/or paint appropriately	Inspect daily	Year round
Repair/Replace Equipment 008-2	Once problem is detected, repair, replace or post out of use until completed.	Repairs to be performed within 24hrs of notification.	Year round
Install Surface Material (Fibar) 008-4	To meet CPSC national standards for safety.	Daily inspection. Immediate attention required	Year round
Maintain Surface Material 008-4	Replenish, till or fluff as necessary. Maintain even, loose surface. Recover wind blown mulch. Blow off poured in place surfaces.	Annually and as needed	Year round
		Monthly	Year round
		Weekly	

## Picnic Shelter/Group Area Standard

Structures will be structurally sound, litter and graffiti free. Floors will be clean and free of food and other debris. Picnic tables, benches and barbeques will be clean, in good repair, and ready for use. Trashcans will accept items for disposal.

### Picnic Shelter/Group Area Tasks

Task	Description	Frequency	Season
Clean tables/benches 018-1	Use proper cleaning agent, scrub tables/seats, wash down, and keep graffiti free. Remove standing water. Dry clean as dictated by use or request of supervisor. Table tops/seats secured.	Inspect daily, clean as needed but minimum 2/week during summer season.	April - October
Clean floors 018-1	Sweep or blow off, use proper cleaning agent when needed, wash down, keep graffiti and food free, remove standing water. Dry clean in off-season. Dispose of debris.	Inspect daily, clean as needed but minimum 2/week during summer season.	April - October
Shelter structure 018-1	Clean surfaces as necessary, and keep graffiti and debris free. Inspect for structure integrity, vandalism.	Inspect weekly, and clean as needed.	Year round
Barbeques 018-1	Dispose of ashes into a safe container when collector is 1/3 full. Keep grill scraped, free of food particles, ready for next use. Inspect for integrity, function.	Inspect weekly, and clean as needed.	Year round
Trash containers 004-1	Dispose if over 1/2 full, clean barrels when necessary.	Inspect once daily.	Year round
Light fixtures 018-1	Inspect for function, broken lenses, wires and bulbs.	Inspect once daily.	Year round
Tables/ Benches 018-1	Check integrity of equipment.	Quarterly	Year Round

*8601-01*

## Park Amenities and Special Features Standard

All park appurtenances will be safe, clean and ready for designed use.

### Park Amenities and Special Features Tasks

Task	Description	Frequency	Season
Art/Sculptures 018-1	Graffiti free, painted/oiled as needed	Remove Graffiti within 24 hours Inspected monthly	Year round
Backstops 010-1	Check for defects, report, repair chain-link and poles. Check backboards, paint, replace or repair as needed in conjunction w/ league support.	Monthly	March-October
Ballfield / Infield Maintenance 010-1	Rake and level infield surface. Maintain pitchers mound and base pegs.	Daily during season	March-October
Infield Mowing 001	Mow and maintain infield turf.	2 / Week	March-October
Basketball Courts 018-1	Inspect backboards, nets, chains, hardware. Report, repair or replace as needed. Inspect and clean court surface.	Monthly	Year round
Benches/ Tables / Shade structures 018-1	Keep graffiti free, treat wood surfaces in spring if needed, and check integrity.	Remove Graffiti within 24 hours Monthly	Year round
Bike Racks 018-1	Keep graffiti free, inspect for integrity.	Remove Graffiti within 24 hours Monthly	Year round
Bleachers 018-1	Inspect for integrity, repair or replace planks as needed. See benches.	Monthly	Year round
Bollards 018-1	Insure visibility and function. Graffiti free. Lock in place where applicable	Monthly	Year round
Decks 018-1	Surface treatment and repair as needed.	Monthly	Year round
Drinking Fountains 018-1	Check for function, report needed repairs to facilities management and clean.	Weekly	March-October

8601-01

Task	Description	Frequency	Season
Exercise Equipment 018-1	Check for integrity. Report, repair, replace or take out of use if unsafe. Graffiti free. Annual surface treatment as needed.	Monthly	Year round
Fences and Gates 018-1	Inspect integrity, report, repair or replace.	Monthly	Year round
Floating Docks 018-1	Inspect for integrity, repair or replace planks or sections as needed. Keep railings clear of all vegetation or obstructions.	Weekly	Year round
Fountains 018-1	Spring start up and winterize shut down. Inspect and lube pump, clean filters. Chemically treat as needed.	Monthly	March-November
Horse arenas 011-1	Rake and water soil surface. Clear soil out from under gates.	Weekly or per reservation Monthly	March-November
Horseshoe Pits 018-1	Inspect, repair or replace backstops and pegs. Replenish sand or DG as needed. Rake surface smooth	Monthly Weekly	March-November
Light Fixtures 018-1	Replace as necessary in response to calls. Routine replacement program on fixed cycle as determined by Park Facility Maintenance Specialist.	Yearly or on cycle	Year round
Outbuildings 018-1	Graffiti free, structurally sound, clean and painted when needed	Monthly	Year round
Railings 018-1	Inspect poles and connections for integrity. Report, repair or replace. Paint if needed	Monthly	Year round

3/7/2007

8601-01

Task	Description	Frequency	Season
Retaining Walls 018-1	Graffiti free. Check for integrity and hazards. Ensure end caps of Keystone walls are secured.	Monthly	Year round
Signs 026-1	Graffiti free, legible, reflective (if applicable), properly mounted with solid base and supports. New signs to be installed to local codes.	Monthly	Year round
Storm Drains 016-1	Clean screens and keep free of leaves and debris.	As necessary	Year round
Trash containers 018-1	Graffiti free, intact and secured if necessary. Cleaned and painted as necessary.	Daily	Year round
Utility boxes (N/A)	Graffiti free secured and locked. Cleared for servicing.	Monthly	Year round
Volleyball Courts 018-1	Inspect for hazards and debris. Rototill surface and replenish sand as needed.	Weekly w/ yearly surface treatment	Year round
Water features (Ponds, lakes, ditches, creeks) 036	Clear paths and banks of debris and hazards. Litter removal. Inspect and treat for erosion control by planting or rip-rap (as determined by supervisor). Grade paths for intended use.	Weekly	Year round

8601-91

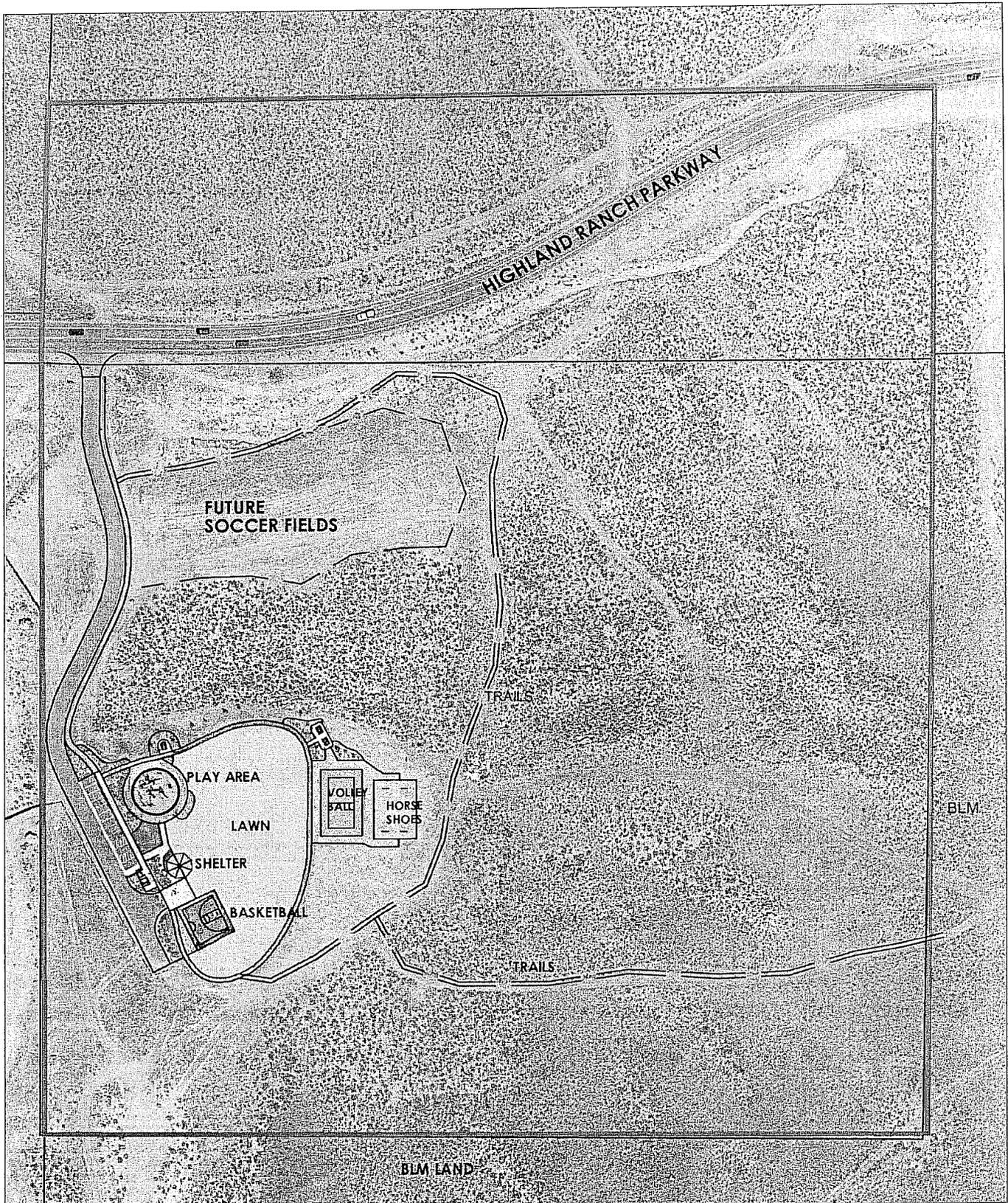
## Open Spaces, Trails, or Natural Areas Standard

Areas intended for nature study or open space enjoyment will be retained in managed for fire protection, noxious weeds and erosion control as appropriate for site use and natural surroundings.

### Open Spaces, Trails, or Natural Areas Tasks

Task	Description	Frequency	Season
Fences and Gates 018-1	Inspect integrity, report, repair or replace.	Twice Annually	Year round
Litter Removal 004-1	Pick up all debris, report illegal dumping	As required	Year round
Weed Control 006-3	Remove from trail tread all weeds, physically, mechanically, or chemically	Twice Annually	Spring/Fall
Pruning (Brush Removal) 007-1	Prune according to ISA pruning guidelines	Twice Annually	Spring/Fall
Erosion Control 097 or 098	Create water diversions for proper drainage	As required	Year round

8607-21



10-10-98



# HIGHLAND RANCH PARK MASTER PLAN

EXHIBIT C



**AMENDMENT #1 TO  
INTRASTATE INTERLOCAL AGREEMENT BETWEEN PUBLIC AGENCIES**

Between the State of Nevada  
Acting By and Through Its

Nevada Division of State Parks  
901 S. Stewart Street, Ste. 5005  
Carson City, NV 89701-5248  
Phone: (775) 684-2770 Fax: (775) 684-2777

And

Washoe County, A Political Subdivision of the State of Nevada  
Acting by and through its

Department of Regional Parks and Open Space  
2601 Plumas Street  
Reno, NV 89509  
Phone: (775) 823-6500

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original contract dated November 10, 2009, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. The expiration date of the contract is changed from December 31, 2010 to December 31, 2011:

**Current Contract Language:**

3. CONTRACT TERM. This Contract shall be effective upon approval, but no later than December 31, 2010 unless sooner terminated by either party as set forth in this Contract.

**Amended Contract Language:**

3. CONTRACT TERM. This Contract shall be effective upon approval, but no later than December 31, 2011 unless sooner terminated by either party as set forth in this Contract.

2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

10-1049

9/11/11 (4)

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

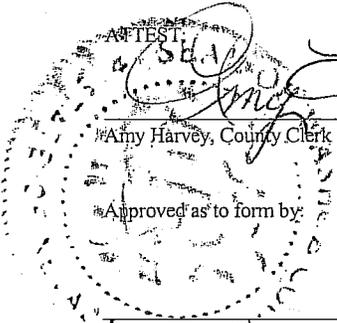
Nevada Division of State Parks  
Public Agency #1

\_\_\_\_\_  
Mark Davis, Chief, Planning & Development Date

\_\_\_\_\_  
Kirsten Hettrick, Administrative Services Officer II Date

Washoe County  
Public Agency #2

*David E. Humke* 12/14/10  
David E. Humke, Chairman, Washoe County Board of Commissioners Date



*Amy Harvey* 12/14/10  
Amy Harvey, County Clerk Date

Approved as to form by:

\_\_\_\_\_  
Deputy Attorney General for Attorney General

APPROVED BY BOARD OF EXAMINERS

\_\_\_\_\_  
Signature - Board of Examiners

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

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

6601-01

912(4)

**INTRASTATE INTERLOCAL AGREEMENT BETWEEN PUBLIC AGENCIES**

An Agreement Between the State of Nevada  
Acting By and Through Its

Division of State Parks  
901 S. Stewart Street, Suite 5005  
Carson City, NV 89701  
(775) 684-2770

And, Washoe County, A Political Subdivision of the State of Nevada  
Acting by and through its

Department of Regional Parks and Open Space  
2601 Plumas Street  
Reno, NV 89509  
(775) 823-6500

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

**WHEREAS**, Washoe County received \$38.3 million in voter approved 2000 Washoe County Question 1: Regional Parks, Trails, Open Space and Libraries Bond funds for a variety of park projects throughout Washoe County, Nevada; and

**WHEREAS**, the Regional Parks, Trails, Open Space and Libraries Bond funds are to be used on projects of regional significance, including open space preservation, trail access to public lands and numerous recreation opportunities; and

**WHEREAS**, the Board of Washoe County Commissioners, on April 25, 2000, agreed upon the amount of funding and project to be facilitated and completed by the issuance of the bonds from the November 2000 Washoe County Question 1: Regional Parks, Trails, Open Space and Libraries Bond measure; and

**WHEREAS**, the Washoe Valley Bike Path, (hereinafter, the "Project"), was part of the approved list, and recommended for \$175,000 in funding toward development of a paved bicycle path along Washoe Lake as illustrated in Attachment A: Scope of Work, attached hereto and incorporated by reference; and

**WHEREAS**, the State is the owner of certain real property, commonly known as Washoe Lake State Park, as illustrated in Attachment A, and identified for improvements as indicated in the adopted Washoe Valley Public Trail System Master Plan, which includes the Project; and

**WHEREAS**, the County wishes to coordinate with the State to design and construct the Project as outlined in the approved 2000 Washoe County Question 1: Regional Parks, Trails, Open Space and Libraries Bond project list in order to maximize the efficient use of funding and other resources, also illustrated in Attachment A; and

**WHEREAS**, the State wishes to contribute \$175,000 cash via Nevada Division of State Lands Question 1 funds toward development of the Project; and

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

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

18-1099

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective upon approval, but no later than December 31, 2010 unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 90 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:  
ATTACHMENT A: SCOPE OF WORK FOR CONSTRUCTION OF A BICYCLE PATH AT WASHOE LAKE STATE PARK
7. CONSIDERATION. Nevada Division of State Parks agrees to provide the services set forth in paragraph (6) at a cost not to exceed \$ 175,000.00 with the total Contract or installments payable: by Washoe County, not exceeding \$175,000.00 as set forth in Attachment A: (attached hereto and incorporated by reference). Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.
8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. INSPECTION & AUDIT.
  - a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the 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, Washoe County Comptroller, Washoe County Internal Audit, Washoe County Regional Parks, or any of their authorized representatives.
  - c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of six years, in accordance with NRS Chapter 239. The retention period runs from the end of the County fiscal year (July-June) in which the Project was completed..

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Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

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

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

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

13. INDEMNIFICATION.

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

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 60 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.

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

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

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

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

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints,

10-1099

plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

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

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

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

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

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

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

Nevada Division of State Parks  
Public Agency #1

J. Stephen Weaver 10/2/09  
J. Stephen Weaver, Chief, Planning & Development Date

Kirsten Hetrick 10/2/09  
Kirsten Hetrick, Administrative Services Officer II Date

10-1099

Washoe County  
Public Agency #2

David E. Humke  
David E. Humke

9/22/09 Chairman, Washoe County Board of Commissioners  
Date Title

ATTEST:  
Amy Harvey  
Amy Harvey, County Clerk

Signature - Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS  
On 11-10-09 (Date)

Approved as to form by:  
[Signature]  
Deputy Attorney General for Attorney General, State of Nevada

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



ATTACHMENT A: SCOPE OF WORK

ATTACHMENT A  
SCOPE OF WORK

Scope of project: State Parks will plan and design a 14,000 foot long by 8 foot wide paved bicycle path at Washoe Lake State Park. The path will start near the equestrian area and extend northerly to Ormsby Lane.

When the design has been approved, State Parks will publicly advertize the project and by soliciting bids select a contractor to construct the path. During construction State Parks will administer the construction contract and inspect the work for conformance with the plans and specifications.

Funds for the project are \$175,000 from Washoe County Question 1: Regional Parks, Trails, Open Space and Libraries Bond funds. That combined with \$175,000 from Nevada Division of State Lands Question 1 funds will fund the project.

RD-1099

**AMENDMENT TO INTERLOCAL CONTRACT  
BETWEEN THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT AND  
THE WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF  
THE WASHOE COUNTY SHERIFF'S OFFICE**

WHEREAS, the Washoe County Board of Commissioners on Behalf of the Washoe County Sheriff's Office (the "Subrecipient"), a unit of local government located at 911 Par Blvd., Reno, NV 89512 and the Las Vegas Metropolitan Police Department have entered into an interlocal contract dated October 1, 2009 for awarding of FY 09 Internet Crimes Against Children grant funding in order to conduct investigations and activities related to child sexual exploitation; and

WHEREAS, LVMPD has received additional funds from the FY 10 Internet Crimes Against Children grant funds (the "Funds").

NOW, THEREFORE, in accordance with NRS 277.180 and related regulations, the parties hereto agree as amend the Interlocal Contract Between the Las Vegas Metropolitan Police Department and the Washoe County Board of Commissioners on Behalf of the Washoe County Sheriff's Office dated October 1, 2009 as follows:

1. Section 1 is deleted and replaced as follows: LVMPD shall provide a maximum of EIGHTY TWO THOUSAND TWO HUNDRED AND EIGHTY DOLLARS (\$82,280.00) from Fiscal Year 2009 and 2010 funds Internet Crimes Against Children grant funds to be used for the investigation of child sexual exploitation.
2. "June 30, 2010" is deleted from Section 6.a. and replaced with "September 30, 2011."
3. Exhibit A is removed and replaced with Exhibit A attached to this agreement amendment.

All other terms and conditions of and exhibits to the agreement dated October 1, 2009 remain in effect.

*ASD*

*10-11-09*

ENTERED INTO this 14<sup>th</sup> day of November, 2010.

**ATTEST:**

By: Annamarie Roberson  
Annamarie Robinson,  
LVMPD Fiscal Affairs Committee Clerk

Date: 09-28-10

**LVMPD**

By: Douglas C. Gillespie  
Douglas C. Gillespie, Sheriff  
Las Vegas Metropolitan Police Department

Date: 9/28/10

**APPROVED AS TO FORM:**

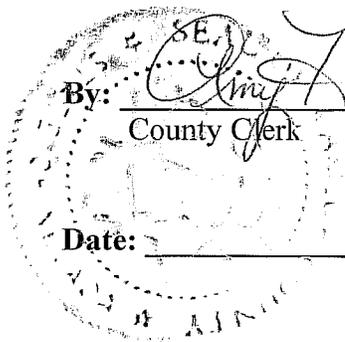
By: Mary-Anne Miller  
Mary-Anne Miller, Deputy District Attorney

Date: 9/16/10

**ATTEST:**

By: Amy Harvey  
County Clerk

Date: 12-14-10



**Washoe County Board of Commissioners on Behalf of the Washoe County Sheriff's Office**

By: David E. Humke  
David E. Humke  
Chair, Board of County Commissioners

Date: 12/14/10

BP/CI

**APPROVED AS TO FORM:**

Richard Gammick  
District Attorney

By: Mary Kandaras  
Mary Kandaras  
Deputy District Attorney

Date: 12/14/10

am

**Exhibit "A"-Expenditures Eligible for Reimbursement  
 FY 08 Washoe County Internet Crimes Against Children Budget  
 2008-MC-CX-K002  
 October 1, 2009 through Sept 30, 2011**

Item	Current Budget
<b>Personnel</b>	
Overtime	\$ 38,900.00
<b>Subtotal</b>	<b>\$ 38,900.00</b>
<b>Travel</b>	
ICAC Training (IT, UC, P2P, Supervisor)	\$ 4,740.00
Forensic Training (Encase, FTK, FLETC, Paraben, A+, Net+, NW3C, Etc.)	\$ 10,560.00
National ICAC Conference	\$ 1,760.00
<b>Subtotal</b>	<b>\$ 17,060.00</b>
<b>Equipment</b>	
Upgrades to existing software (Anti-Virus, vmware, snagit, etc)	\$ 1,200.00
Software for forensic computers	\$ 2,300.00
<b>Subtotal</b>	<b>\$ 3,500.00</b>
<b>Supplies/ Operating</b>	
Misc Software	\$ 4,045.00
Misc Office Supplies	\$ 200.00
<b>Subtotal</b>	<b>\$ 4,245.00</b>
<b>Other/Services</b>	
Washoe Internet Connection/Service	\$ 2,280.00
<b>Subtotal</b>	<b>\$ 2,280.00</b>
<b>Other/Training</b>	
CHF/CCFE Forensic Certification Training	\$ 3,700.00
ENCE Forensic Certification	\$ 200.00
CCE Computer Forensic Training	\$ 395.00
FTK Forensic Training	\$ 12,000.00
<b>Subtotal</b>	<b>\$ 16,295.00</b>
<b>GRAND TOTAL</b>	<b>\$ 82,280.00</b>

6011-01

**INTERLOCAL AGREEMENT BETWEEN PUBLIC AGENCIES**

A Contract Between

Department of Public Safety  
Nevada Highway Patrol (NHP)  
555 Wright Way  
Carson City, Nevada  
(775) 684-4556

and

Washoe County  
Washoe County Sheriff's Office (WCSO)  
911 Parr Boulevard  
Reno, NV 89512-1000  
(775) 328-3380

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

WHEREAS, WCSO and NHP mutually desire to make certain property known as the Incline substation and currently used by WCSO available to NHP for use as a field office for NHP;

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Agreement shall be effective upon approval until terminated by any party as set forth in this Agreement.
4. TERMINATION. This Contract may be terminated by either party at any time upon written notice to the other party not less than 30 days in advance of the contemplated termination. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

10-11-07

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

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described in Attachment A: Scope of Cooperative Action which is incorporated into the terms of this contract.

ATTACHMENT A: SCOPE OF COOPERATIVE ACTION Agreement regarding conditions of use by NHP of the WCSO Incline Substation.

7. ASSENT. The parties agree that the terms and conditions listed in incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by any limitations expressly provided.

8. INSPECTION & AUDIT.

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

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

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

9. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds

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which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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

11. INDEMNIFICATIONS – 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.

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

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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.

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

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

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

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

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

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

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

19. This Contract and its integrated attachments(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this contract, general conflicts in language between

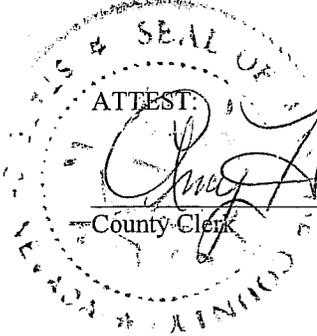
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any such attachment and this contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

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

_____ Sheriff, Washoe County Sheriff's Office	_____ Date	_____ Chief, Nevada Department of Public Safety, Highway Patrol Division	_____ Date
<i>[Signature]</i> _____ Chairman, Board of County Commission	<i>12/14/10</i> _____ Date		

Approved as to form by:		Approved as to form by:	
<i>[Signature]</i> _____ Washoe County District Attorney	<i>12/14/10</i> _____ Date	_____ Deputy Attorney General for Attorney General	_____ Date



ATTEST:  
*[Signature]*  
\_\_\_\_\_  
County Clerk

ATTEST:  
\_\_\_\_\_  
County Clerk

16-1115

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## ATTACHMENT A: SCOPE OF COOPERATIVE ACTION

### **Interlocal Agreement between Department of Public Safety on behalf of Nevada Highway Patrol (NHP) and Washoe County on behalf of Washoe County Sheriff's Office (WCSO or County) regarding Conditions of use by NHP of the WCSO Incline Substation.**

WCSO and NHP mutually desire to make certain property known as the Incline substation and currently used by WCSO available to NHP for use as a field office for NHP ("Premises").

Therefore, the parties agree as follows:

- a. The County will permit NHP to occupy and share the use of the premises known as the Incline substation and described as 625 Mt. Rose Highway, Incline Village, Nevada as a field office for the NHP. The premises are currently being used by WCSO as a substation.
- b. NHP will share space with WCSO. NHP shall confine its activities to the specific portion of the property to which access is granted. The access to the premises shall be allowed free of charge or other fee, with such access and usage being made in compliance with the access procedures established by WCSO for permitting such activities.
- c. The County will maintain the premises in good condition in accordance with its policies and procedures and shall be responsible for the cost of repairs and/or replacement not the result of NHP operations.
- d. WCSO will furnish all heat and air conditioning systems and shall pay for gas, water, sewer, electricity, janitorial, trash and snow removal.
- e. The County shall provide to NHP parking for three marked patrol vehicles for use by employees assigned to work at County property.
- f. WCSO will allow NHP troopers to use Incline substation at any hour, twenty-four hours per day, for the purposes of briefings, report writing, and meetings regarding work related issues.
- g. WCSO will allow NHP to add two work stations, computers, telephones and other limited supplies and equipment as needed for its operations. NHP shall be responsible for any and all costs associated with the installation, maintenance and use of monthly phone and technology services and its equipment. NHP shall be responsible for any and all costs associated with the installation, maintenance, and use of any other services, or equipment in connection with its operations on the premises, upon prior approval from WCSO.

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- h. NHP shall notify WCSO prior to installing and/or maintaining services or equipment or other personal property to assure WCSO that installation or maintenance will be performed with minimal disturbance.
- i. Any damage to the WCSO facility or property caused by NHP operations shall be repaired and/or replaced by NHP in a timely manner. WCSO shall be reimbursed by NHP for the actual cost of repairs and/or replacement incurred as a result of NHP operations in the event that NHP fails to repair and/or replace in a timely manner.
- j. The premises shall be restored at the end of NHP's operation to a condition equal to the condition at the time of entrance to the Premises.
- k. Upon termination or the end of operations, NHP will remove its equipment in a time frame that is acceptable to both parties.
- l. NHP personnel shall not act in any manner that will unreasonably cause disruption to the peace and quiet of County employees.
- m. This agreement shall be reviewed by WCSO and NHP after one year from its effective date to determine whether a continuation of the agreement is warranted.
- n. Each party will assume its own costs associated with the performance of this Agreement.
- o. All written notices required under this agreement shall be delivered to the following:

**WASHOE COUNTY:** Washoe County Sheriff's Office  
 Patrol Division, South District  
 Captain Wayne Yarbrough  
 911 Parr Blvd  
 Reno, NV 89512  
 Telephone: (775) 832-4114  
 Fax: (775) 328-3389

Nevada Highway Patrol: State of Nevada  
 Attn: NHP – Contracts Manager  
 555 Wright Way  
 Carson City, Nevada 89711  
 Telephone: (775) 684-4698  
 Fax: (775) 684-4809

With a copy to: Northern Command  
 Nevada Highway Patrol  
 357 Hammill Lane

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Reno, Nevada 89511  
Tel: (775) 688-2500  
Fax: (775) 688-2772

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**APPLICATION AND AGREEMENT FOR USE OF CIVIL APPLICANT  
FINGERPRINT RESPONSE USER AGREEMENT BETWEEN**

DEPARTMENT OF PUBLIC SAFETY  
RECORDS AND TECHNOLOGY DIVISION, RECORDS BUREAU  
333 West Nye Lane, Suite 100  
Carson City, Nevada 89706  
PHONE (775) 684-6262 FAX (775) 684-6265  
(hereinafter "DPS")

and

(AGENCY)  
(ADDRESS)  
(ADDRESS)  
(PHONE)  
(hereinafter "AUTHORIZED RECIPIENT")

AUTHORIZED RECIPIENT desires to use Civil Applicant Fingerprint Response program, pursuant to NRS Chapter 179A. DPS and AUTHORIZED RECIPIENT desire appropriate safeguards for dissemination of information through the Civil Applicant Fingerprint Response program.

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**I. General Provisions of Agreement**

1. AGREEMENT TERM. This Agreement shall be effective immediately, and shall remain in full force and effect for so long as the AUTHORIZED RECIPIENT uses the Civil Applicant Fingerprint Response Agreement, unless sooner terminated or modified in writing. This Agreement will be reviewed at each compliance audit by the Nevada Criminal Justice Information System (NCJIS) Audit Staff.
2. PARTIES. This Agreement is between the Department of Public Safety, Records & Technology Division (DPS) and the AUTHORIZED RECIPIENT.
3. INSPECTION & AUDIT.
  - a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records,

agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection and 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.

4. LIMITED LIABILITY. The Records & Technology Division does not waive and intends to assert available NRS Chapter 41 liability limitations in all cases.
5. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.
6. 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 Nevada district courts for enforcement of this Agreement.

## II. Scope of the Agreement

### A. Definitions

7. AUTHORIZED RECIPIENT means (1) a non-governmental entity authorized by federal statute or federal executive order to receive Criminal History Record Information (CHRI) for non-criminal justice purposes, or (2) a government agency authorized by federal statute, federal executive

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order, or state statute which has been approved by the United States Attorney General to receive CHRI for non-criminal justice purposes.

8. CHAIN OF CUSTODY means a complete record of possession of the applicant's fingerprint cards, which starts when the applicant receives custody of the fingerprint cards. The record of possession is a process to protect the integrity of the applicant's fingerprints.
9. CONTACT PERSON means a designated liaison between the AUTHORIZED RECIPIENT and DPS, who works for the AUTHORIZED RECIPIENT.
10. CONTRACTOR means a government agency, a private business, non-profit organization or individual, that is not itself an AUTHORIZED RECIPIENT with respect to the particular non-criminal justice purpose, who has entered into a contract with an AUTHORIZED RECIPIENT to perform non-criminal justice administrative functions requiring access to CHRI.
11. INDIVIDUAL(S) means employees who have access or proximity to CHRI and who are employed by the AUTHORIZED RECIPIENT.
12. OUTSOURCING means the CONTRACTOR performing non-criminal justice administrative functions (storage, destruction etc.) involving access to Interstate Identification Index information or access to Nevada Criminal Justice Information System (NCJIS) information.
13. RECORDS CUSTODIAN OR HIRING AUTHORITY means INDIVIDUAL(S) charged with determining the hiring and/or suitability of the applicant based on the fingerprint response.
14. SECURE RECORDS ENVIRONMENT means a secure file, safe or other security device, such as locked file cabinet in an area not accessible by the public.
15. SECURING THE AREA means a locked secured area where the public does not have access and only authorized INDIVIDUALS are allowed to enter.
16. TRAINING AS USED IN PARAGRAPH 28 AND 31 means authorized personnel understand and acknowledge the following:
  - a) Criminal History Record Information (CHRI) must be used only for the purpose for which it was provided.
  - b) CHRI cannot be disseminated outside the receiving department, related agencies, or other authorized entities.
  - c) CHRI must be maintained in a secured records environment.
  - d) CHRI must be destroyed by shredding or burning.

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## B. Obligations and Duties of Both Parties

NOW THEREFORE, being duly enlightened of the foregoing representations and promises, conditions and other valuable considerations obtained herein or incorporated by reference, the parties, by representation of authorized officials, do mutually covenant as follows:

17. When fingerprints are submitted through this program, DPS agrees to provide the AUTHORIZED RECIPIENT with a fingerprint-based response regarding CHRI available at that time.
18. AUTHORIZED RECIPIENT agrees to designate an INDIVIDUAL to be the CONTACT PERSON for its agency to act as the liaison to DPS. If the CONTACT PERSON changes for whatever reason, AUTHORIZED RECIPIENT agrees to notify DPS within ten (10) days of the change and AUTHORIZED RECIPIENT agrees to designate another INDIVIDUAL as the CONTACT PERSON.
19. Pursuant to NRS 239B.010(1)(b), DPS is authorized to submit fingerprints to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Division. Although not a requirement at this time, the CJIS Division recommends, as a best business practice, that non-criminal justice agency employees be subjected to a CHRI background check, prior to having access to CHRI. If the AUTHORIZED RECIPIENT chooses to submit INDIVIDUALS' fingerprints for a CHRI background check, the AUTHORIZED RECIPIENT ensures that such INDIVIDUALS meet the following NCJIS/National Crime Information Center (NCIC) screening criteria:
  - a) No felony or gross misdemeanor arrests without a disposition.
  - b) No felony or gross misdemeanor convictions.
  - c) Not a fugitive from justice.
  - d) Not a sex offender or an offender convicted of a crime against a child.
20. If the AUTHORIZED RECIPIENT chooses to submit INDIVIDUALS' fingerprints for a CHRI background check, the AUTHORIZED RECIPIENT must maintain proof that such INDIVIDUALS have met the NCJIS/NCIC screening criteria as long as the INDIVIDUAL has access or proximity to CHRI.
21. AUTHORIZED RECIPIENT agrees to use only fingerprint cards that are approved by the FBI.
22. Although not a requirement at this time, the CJIS Division recommends, as a best business practice, that non-criminal justice agencies create written CHAIN OF CUSTODY procedures to protect the integrity of the applicant's fingerprints, as described in the Identity Verification Program

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Guide.

23. CHRI and the information derived therefrom shall be accessible only to the RECORDS CUSTODIAN and staff and/or HIRING AUTHORITY charged with determining the suitability of the applicant.
24. Confidential information received electronically or via mail shall be used solely for the purpose for which it was requested and shall not be reproduced for secondary dissemination to an unauthorized entity, agency or person. AUTHORIZED RECIPIENT further agrees and understands that if it does disseminate any CHRI to an unauthorized entity, agency or person, the AUTHORIZED RECIPIENT may be subject to civil and criminal penalties under NRS 179A.230, NRS 179A.240 and NRS 179A.900.
25. If information relating to the civil applicant process is stored electronically, the information will be stored in such a manner so that only authorized INDIVIDUALS will be permitted to access the information. The electronically stored information will be in a SECURE RECORDS ENVIRONMENT, which will be subject to technical security requirements and periodic technical audits.
26. All CHRI must be maintained in a SECURE RECORDS ENVIRONMENT. This includes but is not limited to, SECURING THE AREA, which must be out of public view.
27. Authorized Recipient shall not disclose fingerprint-based CHRI to any person in response to a request for public records without an order of a court of competent jurisdiction.
28. All Staff with access to CHRI must have received TRAINING on the handling of CHRI and must have signed employment statement forms acknowledging an understanding of the penalties for the misuse of CHRI. **(NRS 179A.900)**
29. AUTHORIZED RECIPIENT agrees to allow the DPS Staff or its agents to conduct compliance audits. AUTHORIZED RECIPIENT acknowledges and agrees that it will allow any directed audits to be conducted to investigate any allegation of misuse of CHRI regarding security, confidentiality, destruction and dissemination.
30. NRS 179A.100(4) and 28 Code of Federal Regulations Part 906 permits the AUTHORIZED RECIPIENT to OUTSOURCE non-criminal justice criminal history record checks to a CONTRACTOR. Responsibilities of OUTSOURCING may include, but are not limited to: document destruction and screening of job applicants for employment suitability determinations. Any AUTHORIZED RECIPIENT wishing to OUTSOURCE CHRI administrative functions to a CONTRACTOR must execute the

10/11/10

Outsourcing Agreement between the AUTHORIZED RECIPIENT and the CONTRACTOR. If the AUTHORIZED RECIPIENT OUTSOURCES some or all of their CHRI administrative functions to a CONTRACTOR, both parties must be aware of the duties and responsibilities with respect to adequate internal controls within the contractual relationship so that the security and integrity of the Interstate Identification Index and criminal history information are not compromised. The security program shall include consideration of site security, dissemination and storage restrictions, personnel security, system security, and data security. In addition, all parties will be subject to FBI and State audits and sanctions.

31. The AUTHORIZED RECIPIENT must verify with DPS that the following have been completed before any work can be OUTSOURCED. The CONTRACTOR has:
- a) Received and understands Attachment A: Security and Management Control Outsourcing Standard and Attachment B: Security and Management Control Outsourcing Standard (OS) Responsibilities.
  - b) If the AUTHORIZED RECIPIENT exercised its option to conduct CHRI background checks on its INDIVIDUALS and OUTSOURCES to a CONTRACTOR, then the CONTRACTOR's employees who have access or proximity to CHRI must also be subjected to a CHRI background check.
  - c) Received TRAINING as described in Paragraph 28 of this Agreement and Attachment B of this Agreement.
  - d) Executed an Outsourcing Agreement with the AUTHORIZED RECIPIENT.

Within ten (10) days of executing the Outsourcing Agreement, the AUTHORIZED RECIPIENT must send a copy of the Outsourcing Agreement to DPS.

32. AUTHORIZED RECIPIENT agrees to immediately notify DPS audit staff of any violations of this agreement.
33. AUTHORIZED RECIPIENT agrees to make payment arrangements, which may include opening an account, through DPS, in advance of submitting civil applicant fingerprint cards. Failure to pay for all background check services received and/or to keep account in good standing may result in suspension and/or termination of services.
34. Accounts terminated for failure to pay will be sent to collections.
35. Either DPS or the AUTHORIZED RECIPIENT may suspend the performance of services under this agreement when, in the reasonable estimation of DPS or the AUTHORIZED RECIPIENT, the other party has breached any material term of this agreement. Furthermore, upon DPS becoming aware of a violation of this agreement which might jeopardize

10-11-16

Nevada's access to federal criminal history information, DPS shall have the option of suspending services under this Agreement, pending resolution of the problem. The violation of any material term of this agreement or of any substantive requirement of limitation imposed by federal or state statutes, regulations or rules referred to in this agreement shall be deemed a breach of a material term of the agreement.

36. This Agreement is binding upon all AUTHORIZED RECIPIENT's employees, agents, officer, representatives, volunteers, contractors, vendors, successors in interest, beneficiaries, subsidiaries and assigns.
37. The conditions of this Agreement are not optional and may not be modified.

10-11-01

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

**AUTHORIZED RECIPIENT**  
**SAFETY**

**DEPARTMENT OF PUBLIC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: **Chief, Records &**  
**Technology Division**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Representative from Political Subdivision  
Approving Agreement (if necessary)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

10-1116

COOPERATIVE AGREEMENT FOR  
TRANSFER AND ADMINISTRATION OF DRAINAGE FACILITY IMPACT FEE  
ORDINANCE IN THE SOUTHEAST TRUCKEE MEADOWS

This Cooperative Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Washoe County, a political subdivision of the State of Nevada (hereinafter "County"), and the City of Reno, a municipal corporation (hereinafter "City" or "Reno"), or individually, "Party", or collectively, "Parties", as the context requires.

WHEREAS, the Parties are public agencies authorized by chapter 277 of the Nevada Revised Statutes to enter into interlocal and cooperative agreements with each other for the performance of governmental functions; and

WHEREAS, the County and Nevada Tri Partners, a Nevada Limited Liability Company ("Developer"), among others, entered into a Final Development Agreement dated April 14, 1998 ("Final Agreement"), whereby the parties thereto agreed to provide necessary public services, infrastructure and facilities to further planning objectives in the Southeast Truckee Meadows Specific Plan Area ("SETMSPA"); and

WHEREAS, in order to implement and further those planning objectives, the County adopted Ordinance No. 1003 of the Washoe County Development Code, WCC 110.706.10 ("Ordinance"), to establish a comprehensive system of regulation for the imposition and collection of drainage facility impact fees on new development in the SETMSPA effective January 1, 1998. A copy of the Ordinance is attached hereto as Exhibit "A" and is incorporated herein by reference; and

WHEREAS, properties developed in the SETMSPA are obligated to pay their proportionate share of the cost for the necessary drainage facilities, more commonly known as the "Damonte Ranch Drainage District" ("Drainage Facility"), more particularly identified on the map attached hereto as Exhibit "B" and incorporated herein; and

WHEREAS, in accordance with the terms of the Ordinance and to assure new development in the SETMSPA contributes its proportionate share of costs for the Drainage Facility, the County imposed an impact fee on the benefitting property owners ("Benefited Properties"), a map of those Benefited Properties within the SETMSPA is attached hereto as Exhibit "C" and incorporated herein by reference; and

WHEREAS, on December 10, 2002, the City adopted Resolution No. 6098, expressing its desire to accept transfer of the Ordinance for the City's future administration of impact fees for the Drainage Facility; and

WHEREAS, the County and the City wish to formalize this Agreement to provide for the transfer of the Ordinance to properly perform duties, functions and responsibilities associated with the administration of drainage facility impact fees;

NOW THEREFORE, based upon the foregoing recitals, which are incorporated herein and in consideration of the mutual promises and benefits to be exchanged, it is agreed between the parties as follows:

1. Purpose. The purpose of this Agreement is to transfer from the County to the City the legal duties and obligations regarding the enforcement, regulation, imposition, collection and disbursement or refund of future Drainage Facility impact fees on new development in the SETMSPA that benefit from the Drainage Facility. County agrees that it will cooperate with and assist City to the fullest extent possible to implement this Agreement and the City's future administration and enforcement of the Ordinance.
2. Future Administration of Drainage Facility Impact Fees. As of the Effective Date of this Agreement, County shall no longer administer or enforce the Ordinance or any other system or mechanism for the comprehensive regulation, imposition, collection and disbursement of Drainage Facility impact fees, and the City shall assume all such future administration and regulation as currently set forth and contained in the Ordinance, or from time to time as amended by the City. At such time, City shall release County of all legal duties and obligations regarding the enforcement, regulation, imposition, collection and disbursement of Drainage Facility impact fees and such legal duties and obligations of the County shall terminate and cease forever. Notwithstanding the foregoing release of duties and obligations, County shall forward to the City, as soon as reasonably practicable, all future Drainage Facility impact fees that come within the County's control or possession from new applicants for development in the SETMSPA.
3. Developer Reimbursement Payment. County has conducted a full and final accounting of the Drainage Facility impact fees within the County's control and possession collected from Benefited Properties previously developed in the SETMSPA. As of the Effective Date of this Agreement, the total amount of Drainage Facility impact fees collected, including all accrued interest, is Two Million Eight Hundred Eighty-Four Thousand Two Hundred Fifty-Five and 25/100 Dollars (\$2,884,255.25). The Washoe County Board of Commissioners has approved the release to the Developer of all impact fees collected and held by the County, including all accrued interest, in the total amount of Two Million Eight Hundred Eighty-Four Thousand Two Hundred Fifty-Five and 25/100 Dollars (\$2,884,255.25) ("Reimbursement Payment") to compensate Developer for a portion of the total costs for construction of the Drainage Facility. Developer represents and warrants that the total construction cost of the Drainage Facility is the amount of \$5.97 Million Dollars. The City acknowledges and agrees that it has fully participated in a review of the impact fees collected by the County and the Reimbursement Payment to Developer is appropriate. Unless otherwise provided for herein, the County shall no longer be liable or responsible for any future disbursement of amounts of Drainage Facility impact fees to Developer, to the City or to Benefited Properties in the SETMSPA, whether such claims are asserted by the City, the Developer or the Benefited Properties or their successors and assigns.
4. Effective Date. This Agreement shall become effective upon the date the last signing party signs this Agreement ("Effective Date").

5. Hold Harmless – Liability.

5.1 County and the City 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 under this Agreement.

5.2 The Parties further agree, to the extent allowed by law pursuant to Chapter 41 of the Nevada Revised Statutes ("NRS"), to hold harmless, indemnify and defend each other from all losses, liabilities or expenses of any nature to the person or property of another, to which each may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions on the part of the employees, agents or servants of the other.

5.3 Subject to Section 3 above, County will indemnify and hold City harmless for any and all actions related to the County's acts or omissions with regard to the County's initial implementation and administration of the Ordinance until transfer of the Ordinance to the City for its implementation and administration of said Ordinance.

**MISCELLANEOUS**

6. Severability. If any provision of this Agreement or its application is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected.

7. Modification. This Agreement is the entire Agreement between the parties. No change, extension, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either party unless executed in writing by each of the parties.

8. No Third-Party Beneficiary. This Agreement is entered into solely for the benefit of the parties hereto. It shall confer no benefits, direct or indirect, on any third persons, including employees of the parties. No person or entity other than the parties themselves may rely upon or enforce any provision of this Agreement. The decision to assert or waive any provision of this Agreement is solely that of each party.

9. Notices. 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) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the Parties designated representative, whose name and contact information shall be as follows:

To County: Washoe County Department of Water Resources  
4930 Energy Way  
Reno, Nevada 89502  
(Fax) 775-954-4610

To City: City of Reno, Community Development  
Kyle West  
450 Sinclair Street  
Reno, Nevada 89501  
(Fax) 775-334-2364

10. Waiver. A waiver of any breach of any provision of this Agreement by any party shall not be construed to be a waiver of any preceding or succeeding breach.

11. Governing Law; Venue. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Nevada and venue for any action based upon its terms and the parties' performance thereunder shall be in the Second Judicial District Court of Washoe County.

12. Modifications and Amendments. This Agreement may be modified or amended only by a writing signed by an authorized agent of the party to be bound by the modification or amendment.

13. Non-liability of individual officers or employees of parties. No official or employee of any party to this Agreement shall be personally liable to any other party or any successor in interest, in the event of any default or breach by the party or for any amount which may become due to any other party or its successor, or as a result of any representation (except any representation regarding the authority to execute this Agreement), warranty or obligation under the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year below noted.

CITY OF RENO

Reno City Council

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

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_  
Lynnette Jones, City Clerk

STATE OF NEVADA        )  
                                  ) ss:  
COUNTY OF WASHOE    )

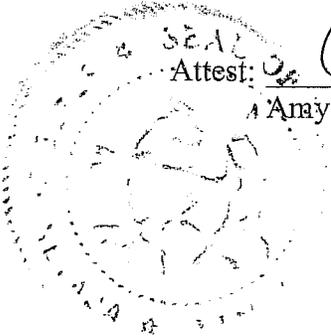
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me, Notary Public in and for said County and State, \_\_\_\_\_, Mayor of the City of Reno, who acknowledged to me that he executed the above instrument freely and voluntarily and for the uses and purposes therein mentioned.

\_\_\_\_\_  
Notary Public

WASHOE COUNTY, a political  
subdivision of the State of Nevada

By: David E. Humke 12/14/10  
David E. Humke, Chairman  
Washoe County Commission

Attest: Amy Harvey  
Amy Harvey, Washoe County Clerk



10-1132

RESOLUTION

A RESOLUTION DECLARING THE INTENT OF THE BOARD OF COUNTY COMMISSIONERS TO APPOINT PERSONS TO VACANCIES ON THE GRAND VIEW TERRACE GENERAL IMPROVEMENT DISTRICT BOARD OF TRUSTEES, TO PRESERVE THE STAGGERING OF THE TERMS OF THE OFFICE OF THE TRUSTEES AND OTHER MATTERS PROPERLY RELATED THERETO

WHEREAS, The Grand View Terrace General Improvement District ("GTGID") was originally created by Ordinance No. 198 on November 15, 1972 as the Black Springs General Improvement District under Chapter 318 of the NRS and is governed by a 5-person elected board of trustees;

WHEREAS, the name of the general improvement district was later changed to Grand View Terrace General Improvement District;

WHEREAS, the Second Judicial District Court of the State of Nevada in Case No. CV10-00945 determined in an order entered on May 3, 2010 that Article 15, Section 3(2) of the Nevada Constitution (Term Limit Amendment of 1996) applied to the members of the GTGID's board of trustees four of whom had each held office for more than twelve years; and the court further ordered that their names could not appear on the ballot for the general election of 2010;

WHEREAS, a fifth person who interested in serving as GTGID trustee was determined to be ineligible because that person was no longer a qualified elector of the district;

WHEREAS, a vacancy on the board of trustees of a general improvement district is ordinarily filled by the remaining members of the board, but the expiration of the terms and vacancies will leave the board without a quorum of remaining members to act to fill the vacancies pursuant to NRS 318.090(1);

10-11-11

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WHEREAS, the Washoe County Board of County Commissioners is vested with the authority under NRS 318.050 to create general improvement districts and under NRS 318.080 appoints the first board of trustees to serve until a general election;

WHEREAS, the Washoe County Board of County Commissioners is vested with the authority under NRS 318.09533 to be the ex officio board of trustees of a general improvement district;

WHEREAS, NRS 318.095 provides for the staggering of the terms of office of the board of trustees of a general improvement district such that 2 members are elected in the first general election following formation of the district and every 4 years thereafter, and the other 3 members are elected in the second general election following formation of the district and every 4 years thereafter; and

WHEREAS, the Washoe County Board of County Commissioners finds that it is in the best interests of the property owners and citizens of the Grand View Terrace General Improvement District that the district continue to be governed by a board of trustees made up of qualified electors of the district;

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

1. That the vacancies on the Grand View Terrace General Improvement District Board of Trustee shall be filled by appointments of qualified electors of the district by the Board of County Commissioners.
2. The people appointed shall serve until their successors are seated after the next applicable biennial election in November of 2012.

10-2151

3. Prior to the time for filing declarations of candidacy for the general election of 2012, the Washoe County Registrar of Voters shall determine which seats on the board of trustees will be for a 2-year period and which shall be 4-year terms according to the stagger of the seats established when the district was created.

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

ADOPTED this 14<sup>th</sup> day of Dec., 2010 by the following vote:

AYES: Breternitz - Jung - Humke - Weber  
NAYS: none  
ABSENT: LARKIN  
ABSTAIN: none

David Humke  
David Humke, Chairman

ATTEST  
Amy Harvey  
Amy Harvey, County Clerk

10-1157



## WASHOE COUNTY COMMISSION

1001 E. 9th Street  
P.O. Box 11130  
Reno, Nevada 89520  
(775) 328-2005

### RESOLUTION ADOPTING REGULATORY ZONE AMENDMENT

- 1) Pursuant to NRS 278.260 Washoe County has established by ordinance the manner in which zoning regulations and restrictions and the boundaries of zoning districts are determined, established, enforced and amended.
- 2) The ordinance referenced above in paragraph one has been codified in Article 821 of the Washoe County Development Code, which is housed in chapter 110 of the Washoe County Code.
- 3) Pursuant to Article 821, zoning amendments (aka regulatory zone amendments) may be initiated by the Board of County Commissioners or the Planning Commission. They may also be initiated by an owner of real property or the property owner's authorized agent through an application filed with the Department of Community Development. WCC 110.821.05(a).
- 4) On September 15, 2010, an application to amend the zoning for APN 077-350-02 was filed by the Palomino Valley General Improvement District.
- 5) The application sought to change the zoning from General Rural Residential (GRR) to General Rural (GR). While both zoning categories allow one dwelling unit per 40 acres, the GR zone allows expanded commercial and civic uses not allowed in the GRR zone.
- 6) The application was deemed complete by the Director of Community Development on September 17, 2010.
- 7) Thereafter, a public hearing was noticed and held before the Planning Commission on November 3, 2010 during which a record was established and evidence was received in relation to the zoning change.
- 8) Based on the findings found in WCC 110.821.15 and pursuant to the requirements of NRS chapter 278 (including NRS 278.250 and 278.260), the Planning Commission by a vote of five in favor and none opposed recommended adoption of the application to change the zoning on APN 077-350-02 from General Rural Residential (GRR) to General Rural (GR).
- 9) On December 14, 2010 a duly noticed public hearing was then held before the Board of County Commissioners concerning the Planning commission's recommended adoption of the requested zoning change. That hearing consisted of the record that was before the Planning Commission and/or additional evidence received by the Board during its hearing.
- 10) Based on the public hearing, the board of county commissioners by a vote of 4-0 made all of the findings required in WCC 110.821.15 and NRS chapter 278 (including NRS 278.250 and 278.260) necessary to support the requested zoning change and adopted the requested zoning change.

NOW, THEREFORE, BASED ON THE FOREGOING AND GOOD CAUSE APPEARING, BE IT RESOLVED:

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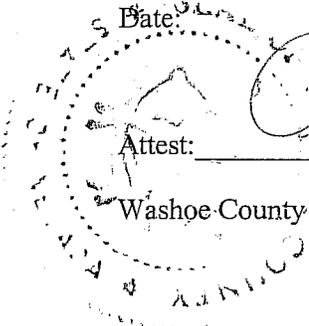
- 1) That the zoning change requested by the Palomino Valley General Improvement District for APN 077-350-02 from General Rural Residential (GRR) to General Rural (GR) is hereby adopted, effective today.
- 2) That the Director of Community Development is hereby directed to reflect the adopted zoning change in the official regulatory zoning map maintained in the Department of Community Development; and
- 3) That the maps, descriptive matter, and other matter intended to constitute this amendment are as provided in this Resolution and the hearing it was based upon, including the specified APN(s), the specified zoning changes, the official regulatory zoning map maintained in the Department of Community Development, and any attachments hereto identified in this Resolution.

Washoe County Commission:

By: *Paul Robb*

Chair

Date: \_\_\_\_\_  
Attest: *Emily Harvey*  
Washoe County Clerk



LS17-01