

BOARD OF COUNTY COMMISSIONERS, WASHOE COUNTY, NEVADA

TUESDAY

9:00 A.M.

NOVEMBER 10, 2009

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 9:06 a.m. in regular session in the Caucus Room of the Washoe County Administration Complex, 1001 East Ninth Street, 2nd Floor, Room A205, Reno, Nevada. Also present on behalf of the Planning Commission were: Dian VanderWell, Chair; Neal Cobb, Vice Chair; and Members Roger Edwards, Vaughn Hartung, William Weber, and D. J. Whittemore. Following the Pledge of Allegiance to the flag of our Country, the roll was called and the Board conducted the following business:

09-1157 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 Washoe County Planning Commission and the Washoe County Commission as a whole.”

There was no response to the call for public comment.

09-1158 AGENDA ITEM 4 – COMMUNITY DEVELOPMENT

Agenda Subject: “Presentation and discussion of proposed revised policies for consideration of property owner requests for land use designation (aka zoning) changes for their particular properties during area plan updates to the County’s Comprehensive Plan, including the possibility that such requests as a policy matter no longer be included in area plan update processes except through separate application; and, possible direction to staff for same. (All Commission Districts)”

Adrian Freund, Director of Community Development, introduced Sumner Sharpe, a planning consultant from Portland, Oregon, who participated in the meeting by

telephone. Mr. Freund conducted a brief PowerPoint presentation, which was placed on file with the Clerk. He explained there had been issues related to the Forest Area Plan and other area plans when private property owners piggybacked onto the area plan update process in order to process their zoning requests. He stated the intent of the updates was to do an area-wide policy review every five to ten years to see whether an area plan was still appropriate based on changing conditions. He recommended future private property owner requests during a major area plan update should be allowed only through the normal application process with the appropriate fees.

Commissioner Larkin asked about any outstanding area plan issues. Mr. Freund replied that modification to the Regional Plan was still outstanding for the Warm Springs Area Plan. He identified two issues related to the Regional Settlement Agreement dates: the Stanley Boundary Amendment would be processed in Regional Plan Amendments during the winter of 2009, and the Weston property application had come in under rules that were applicable prior to June 30, 2007. Commissioner Larkin asked if anyone would have procedural cause to go outside the normal application process going forward. Mr. Freund said the application process could be accommodated in the normal course of things. He noted the one-map process tended to muddle the notion of having a master plan to serve as a guidance document for development and as a policy document. He indicated zoning was really a market timing mechanism for property owners. He observed a two-map approach would help to alleviate problems with private property owner requests being put together with major policy updates. Commissioner Larkin wondered about the statutory requirements for area plan updates. Mr. Freund did not recall whether the statute provided for a specific time cycle. He said it required area plan updates to be consistent with the Regional Plan. He stated the Regional Plan was updated every five years, with the next update expected in 2012.

Planning Commissioner Edwards noted it was very expensive for a small developer or private owner to go through the Comprehensive Plan Amendment (CPA) process. He questioned whether the cost structure could be improved by using lot sizes in the fee structure. Mr. Freund observed the CPA fee structure was not scaled by property size but staff would be happy to look at such a mechanism. He pointed out the required public noticing process was the same for all property sizes. He indicated the current fee of \$6,000 included all Health Department fees, Community Development fees, and fees for other reviewing agencies. He commented there was a big difference between the County's fee scale and the fee scales for the Cities of Reno or Sparks. Commissioner Weber requested clarification. Mr. Freund said he thought Reno had come down to about \$25,000 for a comparable amendment process. He stated staff would talk about possible changes in the one-map process and associated timeframes under Agenda Item 5.

Commissioner Weber remarked that piggybacking onto the area plan update process was free to developers, so it was important to look at the true costs of the application process. Mr. Freund indicated the Board approved an updated fee schedule in August 2008, and staff would be happy to look at the notion of scaled fees. Planning Commissioner Hartung suggested a percentage based on lot size, so the larger developers would not have an advantage. He pointed out that would also allow a larger developer to

scale down projects because there would be no cost benefit to doing them all at once. Mr. Freund said the public noticing and public process would remain the same regardless of property size, but staff time might be variable. Commissioner Weber recommended a set fee with a percentage on top. Planning Commissioner Cobb commented there had been a huge cost for extra meetings during the Forest Area Plan update, as well as extra tours in the field, and time spent between developers and people who were protesting. He stated such costs would never have arisen if each project had been considered separately and on its own merits. Mr. Freund acknowledged there had been a lot of subcommittee per diem costs. Planning Commissioner Weber agreed such costs also needed to be considered.

Dr. Sharpe indicated it was a more complicated and costly process to make changes to a master plan under a two-map system. He noted costs for zoning changes that were in conformance with the master plan were borne by the developer because it was clear that policy was being carried out. Although it was rare, he said there were some cases in Oregon when the legislative body could decide to initiate a change to the master plan based on dramatic market shifts or changing circumstances in a subarea of the city. He explained the differentiation was between site specific changes, for which costs were borne by the developer, and larger subarea changes, which were more frequently accomplished through legislative action. He stated the legislative body could also decide it wanted to update the master plan rather than going through a series of case by case changes. He said it was his opinion the one-map system did not give such flexibility.

Planning Commissioner Cobb asked whether Dr. Sharpe was aware that the Cities of Reno and Sparks were on a two-map system and the County was on a one-map system. Dr. Sharpe replied he was aware. Mr. Freund noted that 99 percent of the world was on a two-map system. Dr. Sharpe stated it was important in terms of who bore the costs and what the costs were. If a developer wanted to initiate a master plan change, as opposed to just a zone change, it was an extremely expensive process because the burden of proof was higher and the process was more complicated due to noticing requirements. He observed the developer would typically have to bring in an attorney or a consulting planner, and the burden was on the developer to show that a master plan change was needed, as opposed to a zone change in conformance with the plan. He stated the zone change was a much more straightforward process, and any opposition to such a zone change had the burden of proof to show that the original master plan was wrong. The discussion could then be focused on the master plan policy rather than on the zone.

Planning Commissioner Hartung said he thought the two-map system consolidated and fast-tracked everything. Planning Commissioner Cobb indicated he had been pushing it for the last six years, to level the playing field. Commissioner Weber commented that now was the appropriate time to make a change. Planning Commissioner Edwards stated it would really help the next area plan update process. Planning Commission Chair VanderWell indicated she was in favor of it.

Commissioner Larkin asked Chairman Humke to allow comments from the private planning community.

John Krmptotic of KLS Planning/Design indicated he represented the Galena Gateway project during the Forest Area Plan update. He said he thought all of the problems would go away under a two-map system. He noted no matter what the developers tried to do, it seemed like it was wrong. He indicated it made more sense to start with a broad policy at the master plan level and then do zoning project details down the road. He thought it would be a much easier process for the citizens and the developers.

Jess Traver, Director of Government Affairs for the Builders Association of Northern Nevada (BANN), stated the BANN had been recommending a two-map system since the one-map system went into place in 1992. He recommended against a fee structure modeled after the City of Reno.

Planning Commissioner Edwards emphasized the need to stay focused on the area plan overview during the two-map process.

Mr. Krmptotic disagreed with previous comments that developers had an incentive to go through the area plan update process in order to avoid fees. He noted it had been an issue of timing when his clients came in with a CPA and were told by staff there would soon be an area plan update. He pointed out it had been a very expensive undertaking to go through the area plan process in terms of attorney fees, his time and the time of his staff. He said he would like to have the flexibility to go through an area plan update process. Chairman Humke indicated such flexibility was not likely.

Commissioner Jung commented that the public had been very confused by the area plan update process, and lost a lot of faith in government and in what staff was telling them. She emphasized she was not criticizing staff, who were encumbered by policy. She said it was her belief an implied promise was being given when staff asked a developer to hold off on a CPA application in order to put a project into the area plan. She stated it made her nervous in terms of the County's liability. She indicated it was high time for the County to strictly enforce the expectation that developers would go through the CPA process, and allow no piggybacking on concurrency. She noted it was appropriate to make changes now because development was slow and people would not be grandfathered in under previous rules.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, it was ordered that private property owners' requests to change land use designation (zoning) were to go through the normal Comprehensive Plan Amendment process during major area plan updates, so there would be no implied promises.

09-1159 AGENDA ITEM 5 – COMMUNITY DEVELOPMENT

Agenda Subject: “Presentation and discussion on efforts to move to a “two-map” system in Washoe County that would, among other things, separate zoning

designations and regulations from the County's Comprehensive Plan to create a separate master plan and zoning map and regulations; Washoe County Planning Commission guidance on converting from the "one-map" system currently in place that, among other things, combines both planning and zoning in one comprehensive plan; and, possible direction to staff regarding same. (All Commission Districts)"

Adrian Freund, Director of Community Development, noted the Planning Commission previously reviewed information about the two-map system and expressed their unanimous support.

Eric Young, Planner, conducted a PowerPoint presentation, which was placed on file with the Clerk. He explained the one-map system combined the community's long-term vision and the timing of specific projects into a single display. In a two-map system, he stated the community's vision in the form of policies, area plans and master plan elements was contained in one map, and a separate zoning map was used to address the implementation of specific projects. Under the two-map system, he indicated there was not much difficulty in granting zoning change requests that conformed to the master plan.

Mr. Young noted one of the major frustrations in Washoe County was that developers had to ask the unincorporated communities for a master plan change every time a zoning change was requested. He observed Comprehensive Plan Amendment (CPA) requests were seen by the communities as requests to change their long-term vision, but were often seen by developers and staff as requests to change zoning. He pointed out there had been feedback from the communities that they wanted their area plans to be more stable. Mr. Young acknowledged the public's frustration was understandable. For example, he said people in the community generally believed their area was rural if they were located next to parcels designated as General Rural. He stated the General Rural description was actually used for development constrained areas, for agriculture and general rural uses, for large lot residential development, and was also described in the Development Code as a holding pattern for land that was expected to change when the market timing was right.

Mr. Young indicated staff had been directed to identify ways to make the system more stable in 2002, and concluded conversion to a two-map system was the way to go. He acknowledged it was a big change to move from a one-map to a two-map system.

Mr. Freund pointed out the Board approved funding for an assessment of the Development Code in 2005, referred to as the Duncan Report. He said the report argued effectively for a shift to a two-map system. He observed the separate State statutes for master planning and for zoning also articulated in favor of a two-map system. He said the statutes allowed the Board to establish the entire procedure for zoning requests that were in conformance with a master plan.

Commissioner Breternitz asked about costs associated with the transition, which had previously been estimated at about \$1 million. Mr. Young explained costs could run that high if everything in the system was replaced, but staff did not believe that was necessary. Mr. Freund clarified there had been previous estimates ranging from \$500,000 to \$900,000 to hire a consultant to work on the conversion. He noted the current proposal was to use in-house staff. Mr. Young stated, in addition to keeping costs down, the use of staff was seen as an opportunity to establish a better relationship with the community.

Mr. Young identified three fundamental principles to guide the conversion process using a status quo approach: (1) no changes in development capacity, to include zoning and development standards; (2) maintain the same nomenclature to the greatest degree possible; and (3) maintain current planned land uses. He pointed out master plan categories (also known as land use designations) would have to be created. Broad categories were likely to include designations such as rural, industrial, commercial, suburban residential and rural residential. Additionally, he indicated amendments to the Development Code would have to take place, including definitions and the creation of an amendment process. He suggested the Planned Land Use (PLU) or zoning maps could be lifted out of the Comprehensive Master Plan, moved to the Development Code with no changes, and replaced with a master plan map. Requests for zoning changes would then become Development Code Amendments rather than amendments to the Master Plan.

Mr. Young estimated the conversion would shorten the minimum time possible between application and tentative map approval from nine months to five months. He noted the current system required every zoning change to be approved by a regional body, which was not currently the case for any of the entities in the region except Washoe County. He pointed out there was often frustration when a CPA was presented at Citizen Advisory Board (CAB) or Planning Commission meetings because staff could not talk about project details and conditions could not be placed on master plan changes. Under a two-map system, the agenda item for a zoning change would allow everyone to see the tentative map request and it was possible to put conditions on the project. He stated this would completely change the conversation during meetings and allow everyone to work toward a consensus approach while implementing the Master Plan.

Commissioner Larkin asked what stage of the zoning change process would require policy feedback to come back to either the CAB or the Planning Commission. Mr. Young indicated staff would put some ideas on the table as the process moved forward. For example, he suggested a required pre-application meeting would allow professional staff to give advice to applicants about what would or would not work in terms of policies. Mr. Freund stated several Planning Commissioners had requested the master plan categories not be made so broad that anything could be converted into them. Mr. Young commented that staff would be responsible for reviewing applications to look at how each master plan policy would be applied. He noted conditions could be put on zoning change approval to ensure that certain policies were met.

Mr. Young pointed out staff had established a proposed timeline for the conversion process and recommended the establishment of a Technical Advisory Committee (TAC). Bill Whitney, Senior Planner, stated public input and TAC input was vital to the process. He indicated one Planning Commissioner and one County Commissioner had been asked to commit to approximately one TAC meeting per month, beginning in December 2009. He reviewed plans to develop mailing lists, fact sheets and a website to provide information to the public. He said staff would hold several meetings with external and internal stakeholders to get input and answer questions, followed by outreach meetings with each CAB and an advertised public workshop. He noted updated reports would be provided to the Planning Commission and the County Commission on a regular basis. He anticipated Development Code Amendments and a CPA would come before the Board of County Commissioners for formal adoption by June 2010, followed by CPA approval at the regional level. Mr. Freund emphasized the Board would have control over the creation of a process for zoning change applications and amendments.

Katy Simon, County Manager, asked whether there were any budget staffing resource implications going forward. Mr. Freund indicated the major implication involved noticing. He said the District Attorney's Office advised it was probably necessary to notify every property owner. He agreed no permanent staffing or resource impacts were envisioned as a result of the conversion.

Chad Giesinger, Senior Planner, presented an example comparing the current regulatory zone map to what the master plan designation map might look like after the conversion, which was placed on file with the Clerk. He noted there would be general master plan categories. For example, the commercial master plan designation would include zoning for neighborhood commercial, general commercial and tourist commercial. He explained applicants who wanted to go from neighborhood commercial to general commercial could do a zone change without having to do a master plan amendment. If applicants wanted to go from commercial to industrial, then they would need to do both a master plan amendment and a zone change.

Planning Commissioner Hartung suggested tourist commercial should be a special master plan designation. He thanked staff for the graphic illustration and said he would like to see it expounded upon for the CAB's.

Sumner Sharpe, Planning Consultant, stated the conversations held with the community would focus on policies. For example, community commercial centers within neighborhoods were different from shopping centers. He emphasized the policies needed to be very clear and it was important not to over-generalize the master plan designations.

Planning Commissioner Cobb expressed concern about regional approval, where the two Cities controlled the vote. Mr. Whitney said staff believed the Cities were in support of a two-map system for the County, but there was no way to know until that stage was reached. Ms. Simon stated it was her understanding the Regional Planning Commission and the Regional Planning Governing Board took action based on

conformance review. She pointed out the Comprehensive Plan had already been found to be in conformance, so it would be hard to make an argument for rejection or denial if nothing was changed.

Dr. Sharpe noted it was in the Cities' interests to have clarity about the policy direction for land use development, particularly for holding or rural zones and for areas adjacent to a city boundary.

Mr. Freund observed that the two-map system moved zoning decisions to a much more appropriate point in time. He stated people were currently making zoning decisions way ahead of any scheduled project. He indicated a new system would tighten things up in terms of concurrency and the availability of infrastructure.

Chairman Humke thanked Dr. Sharpe for his participation.

Commissioner Larkin cautioned staff that they would run into anomalies as they moved from one map to two maps. He emphasized the importance of ensuring that existing uses were not collapsed into nonconforming uses in the process.

Melanie Foster, Legal Counsel, advised the Board they were not agendized to formally create the TAC.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried, staff was directed to proceed as discussed under Agenda Item 5 with efforts to move to a "two-map" system in Washoe County that would, among other things, separate zoning designations and regulations from the County's Comprehensive Plan to create a separate master plan and zoning map and regulations.

10:06 a.m. The Planning Commission and the Board of County Commissioners recessed from the Caucus Room.

10:21 a.m. The Board of County Commissioners reconvened in the Washoe County Commission Chambers, located at 1001 E. 9th Street, Reno, with all members present, for the remainder of the County Commission Agenda.

09-1160 AGENDA ITEM 6 – RESOLUTION OF APPRECIATION

Agenda Subject: "Resolution of Appreciation--Nevada Humane Society (requested by Commissioner Weber). (All Commission Districts)"

Commissioner Weber read and presented the Resolution to Diane Blankenburg, Community Programs Director for the Nevada Humane Society.

In response to the call for public comment, Sam Dehne acknowledged the Humane Society's contribution to the community.

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

09-1161 AGENDA ITEM 7 – PROCLAMATION – SENIOR SERVICES

Agenda Subject: “Proclamation--November 2009 as National Family Caregivers Month. (All Commission Districts)”

Commissioner Jung read and presented the Proclamation to Grady Tarbutton, Director of Senior Services; Rick Mahone, Owner of CareMinders; Diane Ross, CEO of The Continuum and a leader in the Nevada Caregiver Coalition; and Angie Pratt, Regional Director of the Nevada Alzheimer’s Association.

Ms. Pratt, Ms. Ross and Mr. Mahone each thanked the Board and made comments in recognition of caregivers.

In response to the call for public comment, Sam Dehne spoke in favor of the Proclamation.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 7 be approved and adopted. The Proclamation for same is attached hereto and made a part of the minutes thereof.

09-1162 AGENDA ITEM 8 – RESOLUTION OF APPRECIATION – REGIONAL PARKS AND OPEN SPACE

Agenda Subject: “Resolution of Appreciation--Truckee Meadows Trails Guide. (All Commission Districts)”

Commissioner Breternitz read and presented the Resolution to representatives from Washoe County, the City of Reno, the City of Sparks, the Nevada State Recreational Trails Advisory Committee, the Reno-Sparks Convention & Visitors Authority, Scheel’s, and Saint Mary’s Regional Medical Center. Doug Doolittle, Director of Washoe County Regional Parks and Open Space, thanked the Board. He acknowledged the contributions of numerous individuals and sponsoring organizations, and emphasized the partnerships between the public and private organizations that made publication of the Trails Guide possible.

There was no public comment on this item.

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

09-1163 **AGENDA ITEM 9 – EXCELLENCE IN PUBLIC SERVICE –
HUMAN RESOURCES**

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

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

Essentials of Train the Trainers

Angela Snook, Office Assistant III

Essentials of High Performing Teams

Darcy Chappel, Family Support Specialist

Angela Snook, Office Assistant III

Essentials of Personal Effectiveness

Noel Haycock, GIS Specialist

Kimberly Pace, Collections Analyst

G. Mayela Lozano-Garcia, Office Assistant II

Angela Snook, Office Assistant III

Essentials of Support Staff

G. Mayela Lozano-Garcia, Office Assistant II

Angela Snook, Office Assistant III

09-1164 **AGENDA ITEM 10 – PUBLIC COMMENT**

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

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

On behalf of the Reno City Council, Susan Schlerf, Assistant City Manager, asked the Board to place an item on a future Commission agenda to consider allocating 25 percent of the water rights formerly associated with the Northgate Golf Course to support the property's acquisition and use as open space.

Sam Dehne spoke about Veterans, the U.S. Constitution and the Board's decorum statement.

09-1165 AGENDA ITEM 11 – ANNOUNCEMENTS

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

Commissioner Weber requested a future agenda item to discuss the City of Reno's request, as outlined by Ms. Schlerf under public comment. She also asked for future agenda items to discuss the Sierra Sage Golf Course (update on contract and funding), the North Valleys Regional Sports Complex (dedicated funds and update concerning swimming pool or gymnasium), and the feasibility of increased fee collection internally.

Commissioner Breternitz requested a future agenda item to discuss the status of outstanding court fee collections as a potential source of increased revenue. Katy Simon, County Manager, indicated the item was scheduled for the Board's agenda on December 8, 2009.

Commissioner Jung acknowledged a \$2,000 donation from the Nevada Association of Counties, on behalf of former Southwest Airlines CEO Howard Putnam, under Agenda Item 12F1. She thanked Neal Cobb, Roger Edwards and Bill von Phul for their assistance with illegal dumping clean-up efforts in the community.

Chairman Humke presented an article from the Reno-Gazette Journal, which highlighted Commissioner Jung as one of 20 outstanding young professionals honored in the community. The article was placed on file with the Clerk.

DISCUSSION – CONSENT AGENDA (SEE MINUTE ITEMS 09-1166 THROUGH 09-1177 BELOW)

Agenda Items 12C, 12F2 and 12G2 were pulled out of consent to allow for separate discussion and vote.

09-1166 AGENDA ITEM 12A – ASSESSOR'S OFFICE

Agenda Subject: “Approve request to bid the mandatory printing of 2010/2011 Annual Tax Assessment List and approve Reno Newspapers to print as the lowest,

responsive and responsible bidder meeting specifications, terms and conditions [\$319.00 per page (approximately 167 pages) - total cost approximately \$53,273.00]. (All Commission Districts)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 12A be approved.

09-1167 AGENDA ITEM 12B – DISTRICT ATTORNEY’S OFFICE

Agenda Subject: “Accept American Reinvestment and Recovery Act Justice Assistance Grant funding [\$10,000 with no County match] for Investigations Division travel/training; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts)”

Katy Simon, County Manager, read the following statement from page 25 of the grant’s Request for Applications: “Grant funds may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance and information systems for criminal justice.” She stated the grant award was not being used for the purpose of job creation. Commissioner Larkin noted the State and federal governments had created websites showing where stimulus money was being spent and where jobs were being created. He wondered if Washoe County had a similar website. Ms. Simon agreed to post a list on the County website.

There was no public comment on this item.

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

09-1168 AGENDA ITEM 12D – COMMUNITY SUPPORT ADMINISTRATOR/MANAGEMENT SERVICES

Agenda Subject: “Authorize payment to Tahoe Regional Planning Agency [\$33,528] pursuant to the Tahoe Regional Planning Compact (Article VIII, Public Law 96-551, December 1980). (All Commission Districts)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 12D be authorized.

09-1169 AGENDA ITEM 12E – PURCHASING

Agenda Subject: “Authorize Purchasing Office to release an Invitation to Bid to establish a roster of bulk fuel suppliers who shall be polled on a weekly basis for bulk fuel prices for Washoe County and participating joinder agencies. Based on past purchasing activities, bulk fuel purchases for Washoe County are estimated at \$75,000 annually subject to market conditions. (All Commission Districts)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 12E be authorized.

09-1170 AGENDA ITEM 12F1 – HUMAN RESOURCES

Agenda Subject: “Accept donation [\$2,000] for the Washoe County Scholarship Fund; and if accepted, direct Finance Department to make appropriate budget adjustments. (All Commission Districts)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 12F1 be accepted and directed.

09-1171 AGENDA ITEM 12G1 – JUVENILE SERVICES

Agenda Subject: “Approve Amended Interlocal Agreement between the County of Washoe (Juvenile Services) and the Board of Regents of the Nevada System of Higher Education (University of Nevada Reno, Department of Biology), retroactive July 1, 2009, to continue the relationship in which UNR reimburses Juvenile Services for the cost of providing supervision for juveniles on the work program, and if approved, authorize Chairman to execute the Amended Interlocal Agreement. (All Commission Districts)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 12G1 be approved, authorized and executed. The Amended Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

09-1172 AGENDA ITEM 12H – PUBLIC WORKS

Agenda Subject: “Approve Interlocal Cooperative Agreement between the Board of Commissioners of Washoe County, City Council of Reno, City Council of Sparks and Regional Transportation Commission for projects included in the Regional Transportation Commission’s Fiscal Year 2010/11 Regional Road Impact Fee Street and Highway Program of Projects, the Fiscal Year 2010/11 Fuel Tax Street and Highway Program of Projects and the Fiscal Year 2010/11 Sales Tax Street and Highway Program of Projects [no fiscal impact to Washoe County General Fund]; and if approved, authorize Chairman to execute Interlocal Agreement. (All Commission Districts)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 12H be approved, authorized and executed. The Interlocal Cooperative Agreement for same is attached hereto and made a part of the minutes thereof.

09-1173 AGENDA ITEM 12I1 – SHERIFF’S OFFICE

Agenda Subject: “Acknowledge receipt of 2009 Golden Pine Cone Award from Nevada EcoNet to Sheriff Mike Haley and the Washoe County Sheriff’s Office. (All Commission Districts)”

Sheriff Haley thanked the Board. He applauded the members of his staff and the Keep Truckee Meadows Beautiful (KTMB) organization for making the award possible.

In response to the call for public comment, Christi Cakiroglu, Executive Director of KTMB, thanked the Sheriff’s Office for combating illegal dumping.

Sam Dehne said the award was a wonderful accomplishment.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 12I1 be acknowledged.

09-1174 AGENDA ITEM 12I2 – SHERIFF’S OFFICE

Agenda Subject: “Accept grant #210-406-PT-2 [\$48,000 - in kind match \$12,000] from State of Nevada, Office of Traffic Safety, to be a utilized to assist in costs associated with the Data Driven Approaches to Crime and Traffic Safety; and if accepted, direct Finance to make appropriate budget adjustments. (All Commission Districts)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 12I2 be accepted and directed.

09-1175 AGENDA ITEM 12I3 – SHERIFF’S OFFICE

Agenda Subject: “Approve Interlocal Contract between the Washoe County Board of County Commissioners (Sheriff’s Office) and Las Vegas Metropolitan Police Department for reimbursement of expenses associated with Internet Crimes Against Children investigation [not to exceed \$41,140]; and if approved, authorize Chairman to execute Interlocal Contract and direct Finance to make necessary budget adjustments. (All Commission Districts)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 12I3 be approved, authorized, executed and directed. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

09-1176 AGENDA ITEM 12J1 – REGIONAL PARKS AND OPEN SPACE

Agenda Subject: “Approve Grant of Easement for Utility Facilities between Washoe County and Sierra Pacific Power Company (dba NV Energy) at Sierra Sage Golf Course (APN 554-010-01) for a 58,576 sq. ft. corridor for installation of a 12” gas line to expand service to Stead and the surrounding areas; and if approved, authorize Chairman to execute Grant of Easement and accept land value proceeds of \$5,025 for the permanent easement and direct Finance to make appropriate cash transfers of permanent easement proceeds from the General Fund to the golf Enterprise Fund 520. (Commission District 5)”

Commissioner Breternitz asked what action had taken place at the Regional Parks and Open Space Commission meeting. Lynda Nelson, Planning Manager, stated the agenda item was presented to the Parks Commission on November 3, 2009, where the easement was approved. She clarified the easement would not interfere with golf operations, and was located along an existing maintenance road easement. She stated the proceeds would go to the General Fund and, if approved by the Board, would then go to the Golf Enterprise Fund.

Commissioner Weber wondered when the construction would take place and whether the contractors operating the Sierra Sage Golf Course had been kept informed. Ms. Nelson pointed out there would be a pre-construction meeting, but work was not likely to begin for another year. She stated the new Golf Course operators would be kept in the loop and included in the pre-construction meeting. Frank Borghetti of

Nevada Energy explained there was not yet an exact start date, but he expected construction to take place between the fall of 2011 and the spring of 2012. Doug Doolittle, Director of Regional Parks and Open Space, assured Commissioner Weber there would be no interruption of golf play.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 12J1 be approved, authorized, executed and directed.

09-1177 AGENDA ITEM 12J2 – REGIONAL PARKS AND OPEN SPACE

Agenda Subject: “Accept grant award [\$11,250 - cash match \$3,750 derived from 2000 Washoe County Regional Parks, Trails, and Open Space Bond (WC-1)] from the Nevada Department of Conservation and Natural Resources, Division of Forestry, Forest Legacy Program, to complete a land appraisal on 120 acres in Washoe Valley for the proposed “Bowers Mansion Forest Legacy Project”; 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 District 2)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 12J2 be accepted and authorized.

09-1178 AGENDA ITEM 12C – DISTRICT HEALTH DEPARTMENT

Agenda Subject: “Approve amendments [increase of \$26,658 in both revenue and expenses] to the adopted Fiscal Year 2010 HIV Prevention Grant Program, IO 10013, to bring the Fiscal Year 2010 adopted budget into alignment with the grant; authorize creation of an on call Registered Nurse Intermittent Hourly position as evaluated by the Job Evaluation Committee; and if approved, direct Finance to make appropriate budget adjustments. (All Commission Districts)”

11:20 a.m. Jennifer Hadayia, Public Health Program Manager, explained it had become prohibitive to schedule staff for off-site and after hours HIV testing services as the Health District restructured personnel and reduced its budget. She indicated the intermittent hourly nurse’s position would allow the District to meet its grant deliverables at current staffing levels. Although the position was new for the funding source, she stated there were per diem nurses already on staff who were interested in performing the duties in addition to their current assignments. She said staffing patterns for other programs would not be affected and no local dollars would be used.

Commissioner Larkin asked what had happened to the Nevada AIDS Foundation. Ms. Hadayia explained the Foundation terminated its contract as a grant sub-recipient of the County prior to going out of business. Commissioner Larkin wondered whether there were others in the community who could fulfill the grant requirements. Ms. Hadayia stated the contract called for evidence-based intervention to provide counseling to HIV positive individuals. She noted it would take about a year to redistribute grant funds under an open competitive Request for Applications process. She indicated staff had determined there was no other organization able to provide the services before the end of the grant cycle in December 2009. Consequently, a decision was made to reallocate funds to allow the Health Department to provide the additional services related to HIV prevention in the community. Commissioner Larkin observed the Health District was notified of contract termination about six months ago, on June 19, 2009. Ms. Hadayia explained the grant contract provided a 30-day period for the Foundation to report their finances, leaving less than six months to solicit new grant applications. Patsy Buxton, Fiscal Compliance Officer, stated the item was placed on the Board of County Commissioners' agenda so that it could be approved before the end of the year. Commissioner Larkin said he found it difficult to believe there was not another vendor available in the community, and he preferred to hear what the District Board of Health had to say before voting on the agenda item. Ms. Buxton pointed out the Board of Health approved the item in its consent agenda on October 22, 2009 and there had been no discussion. Commissioner Jung requested that staff include actions by the Board of Health in their future staff reports to the County Commission. She remarked the agenda item called for a per diem, stopgap position to get through until the end of the year.

Commissioner Jung asked whether the Health District would be able to administer 328 additional HIV tests and, if so, would there still be a need for the detection and tracking of HIV in the community. Ms. Hadayia replied that staff would be able to administer the additional tests, partly because of the addition of per diem staffing between now and the end of the year. She explained one of the per diem nurse's primary assignments would be a weeklong series of events honoring World AIDS Day on December 1, 2009. She stated there was a continued need to provide HIV prevention services in the community because there were very few public service providers in the field. She pointed out the District Health Department was the primary provider of HIV testing and was statutorily mandated to be the sole provider of contact tracing for individuals who tested positive. She indicated there were community-based organizations that had been unable to sustain the programs, so the Health Department was filling those gaps and providing a basic level of services to the community. She noted there were private providers and clinics in the community, but some were unable to provide the services and some had chosen not to. She stated the Health Department worked with other providers to provide training, technical assistance and guidance in order to increase HIV testing capacity within the community.

Commissioner Larkin wondered how the position made it through the Job Evaluation Committee (JEC). County Manager Katy Simon requested delaying the agenda item so that a Human Resources representative could provide more information. Commissioner Larkin agreed. Commissioner Breternitz said it made sense to defer the

item to later in the meeting. He recalled there had been other situations involving grant-funded positions since the adoption of the reduced budget. He commented that it had been made clear to employees that such jobs were dependent on the grant funds and would disappear when the funds ran out.

Chairman Humke suggested either delaying the item to the evening or to the Commission meeting on December 8, 2009. Ms. Hadayia expressed concern that services would not be provided at upcoming events in December 2009 unless the item was moved forward.

Commissioner Jung moved to approve Agenda Item 12C. Commissioner Breternitz seconded the motion.

Chairman Humke stated the crisis resulted from the Health District's own actions after June 19, 2009. He said he believed the Health District could perform the services out of their current grant funds. He noted grant money still came from the taxpayers even when it was provided by the federal government. He indicated he could not support approval of the agenda item.

Commissioner Jung wondered what would happen to the money if the County did not accept the grant funds. Ms. Hadayia stated the money would be returned to the State Health Division unless other direct costs for the funds could be identified. She observed it was possible for the State Health Division to allow grant funds to be carried forward into the 2010-11 budget, but there was no guarantee and that had not been their policy in the past. Commissioner Jung observed the returned funds would allow the State to balance its budget in other areas. Ms. Hadayia noted the funds would revert to the Centers for Disease Control if the County and the State were unable to spend them. Chairman Humke said he did not believe any citizen would be deprived of AIDS testing as a result of negative Board action, and he would not vote against the item if he thought that was going to happen.

Commissioner Weber indicated she would not support the motion. She requested reconsideration before the end of the meeting when more information could be provided.

Commissioner Larkin called for a vote on the motion. The motion to approve Agenda Item 12C failed on a 2-3 vote, with Chairman Humke, Commissioner Larkin and Commissioner Weber voting "no."

Commissioner Larkin asked for reconsideration of the motion at the next possible meeting. Ms. Simon indicated reconsideration could be scheduled for the Board meeting on December 8, 2009.

11:50 a.m. Following discussion of other agenda items, Commissioner Weber asked for immediate reconsideration of Agenda Item 12C. Ms. Simon requested a brief delay so

that staff from the Health Department and Human Resources could be brought in to answer the Board's additional questions.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, Agenda Item 12C was reopened for reconsideration later in the meeting.

1:02 p.m. Commissioner Larkin asked about the criteria used by the JEC, whether it was consistent with previous direction from the Board of County Commissioners, and whether the position had been negotiated through the budget reduction process. Jim German, Human Resources Manager, explained the JEC evaluated positions in accordance with approved processes and agreements. If the position being considered under the agenda item already had a position number, then it was previously approved by the JEC as a job classification. Newly created position numbers were evaluated by the JEC based on the functions of the job classification. Ms. Simon clarified that the JEC evaluated the compensation for jobs, not whether a particular job was necessary for the provision of services in a particular department. She noted it was the Health Department's recommendation to provide services, the Board of Health had approval authority, and the ministerial role of the Board of County Commissioners was to confirm such approval. In this case, she said the position was new with respect to the budget and service delivery, but it was not a new job classification with respect to the JEC.

Commissioner Larkin questioned why the item was before the Board if it was purely ministerial in nature. Melanie Foster, Legal Counsel, explained that program and policy decisions about what types of programs to offer and where to put the available resources were made by the District Board of Health under the terms of the Interlocal Agreement that created the Health District. She noted the Board of County Commissioners was given budget control to authorize how much money the Health District would get, and it was then up to the Board of Health to make policy decisions. She indicated the Interlocal Agreement had not been amended for approximately 15 years, when budget provisions had been changed to ensure that federal funds available to the Health District were not used by the County for other purposes. She said certain matters came before the Board of County Commissioners as a matter of practice, but the Commission could not substitute its judgment for that of the Board of Health in terms of programmatic decisions. Ms. Foster acknowledged there was an inherent conflict in that Washoe County funded the huge majority of the Health District's budget. She stated some changes in the dedicated tax rates from the Cities were made in the 1960's, but those rates did not come close to the cost of running the Health District. She emphasized the County Commission's role with respect to the Health District was ministerial, and pointed out the County Comptroller was not comfortable taking any action unless it was first approved by the Commission.

Commissioner Larkin remarked that he had no problem increasing the Health Department's grant funding by \$26,658 in both revenues and expenses for the HIV Prevention and Grant Program. He emphasized clearly that he was not adding jobs. He stated he would increase the money, but the Board of Health had already made its

decision with respect to the jobs. He indicated he did not want to see items that were adding jobs when the Commission's role was strictly ministerial.

Commissioner Weber asked how the Board could go about changing the Interlocal Agreement, which sounded obsolete. Ms. Foster explained there was statutory authority for cities and counties to create health districts. She noted the Board of Health was made up of appointees from the local governments that formed it. In the case of the Interlocal Agreement created by Reno, Sparks and Washoe County, she indicated there was a provision where the Board of Health was asked to review the Agreement once per year. She stated there were standard provisions about things like the ability to amend and she thought there was a timeframe in which to open a window to review the Agreement. She agreed to look at the Agreement and provide the timeframes to the Commission. Commissioner Weber asked for the information to be brought back as a future agenda item.

Commissioner Breternitz questioned whether Ms. Foster was agreeing to review the Agreement and make recommendations as to any fine tuning that needed to be done. Ms. Foster clarified she was more comfortable providing the Board and the County Manager with the timeframes contained in the Agreement, so they would understand what the process was. In terms of substantive changes, she suggested such recommendations should more properly come from staff. Commissioner Breternitz commented that someone needed to provide recommendations to the Board because the timeframes by themselves were not enough.

Chairman Humke said he previously served on the Board of Health and there were two major problems he thought the citizens should know about. He stated the Board of Health was made up of one County Commissioner, one Reno City Councilperson and one Sparks City Councilperson, with the other members primarily being medical doctors and a few private citizens. Although elected officials could be removed at the ballot box, he commented it was very difficult to remove the civilian members who held majority control. Additionally, he noted the Health District was formed when the Cities of Reno and Sparks bought in for a minimal amount of money. He emphasized Washoe County had to make up the difference if the Health District went down in its General Fund budget.

Ms. Simon apologized the issues had not been raised earlier in the meeting when the agenda item was first heard. She stated a future agenda item would be brought back for the Board's consideration.

Commissioner Larkin summarized that the County Commission's role involved administrative duties on the budget side and ministerial duties pertaining to organizational or policy structures. Ms. Foster said she would clarify what was specifically laid out in the Agreement. She noted only one member of the Board of Health was required by statute to be a physician, and the position was appointed by all of the other members. She stated it was her understanding the makeup of the health board in

Clark County was slightly different. She indicated she would supply more information to the Commission concerning those issues as well.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that amendments be approved [increase of \$26,658 in both revenue and expenses] to the adopted Fiscal Year 2010 HIV Prevention Grant Program, IO 10013, to bring the Fiscal Year 2010 adopted budget into alignment with the grant.

09-1179 AGENDA ITEM 12F2 – HUMAN RESOURCES

Agenda Subject: “Approve revision of Pro Tem Justice of the Peace List for Reno and Sparks Justice Courts. (All Commission Districts)”

In response to a question by Commissioner Larkin as to the Board’s role and authority concerning the candidate list, County Manager Katy Simon explained it was not a situation where the Board’s role was purely ministerial. She indicated the Board had specific authority to authorize the list, as well as to add or delete names from the list.

Melanie Foster, Legal Counsel, indicated it was the Commission’s job to determine the adequacy and compliance with statute for the candidates on the list. She indicated candidates had to be qualified electors, had to be licensed attorneys in townships with populations greater than 25,000, had to have been licensed for at least five years, and could not ever have been removed from judicial office by the Commission on Judicial Discipline.

On motion by Commissioner Larkin, seconded by Chairman Humke, which motion duly carried, the Board directed that Agenda Item 12F2 be continued so that the list of candidates could be sent to the Reno and Sparks Justice Courts for their review as to the adequacy of names on the list.

09-1180 AGEND AITEM 12G2 – JUVENILE SERVICES

Agenda Subject: “Approve Intrastate Interlocal Contract between the Department of Health and Human Services (Division of Health Care Financing and Policy) and the County of Washoe (Juvenile Services) to authorize Juvenile Services to accept Targeted Case Management reimbursements for Fiscal Year 2010/14 services from Nevada Medicaid; approval of contract and funding is contingent upon state and federal approval of Juveniles Services’ cost allocation plan and rate methodology and would be retroactive to October 1, 2009; and if approved, authorize Chairman to execute Contract [based on sample data, the Department anticipates reimbursements of \$20,000 to \$30,000 per month]. (All Commission Districts)”

Commissioner Larkin requested a staff report about the purpose of Targeted Case Management (TCM), what it had accomplished and why it was being reintroduced after previously being suspended in 2004.

Carey Stewart, Interim Director of Juvenile Services, explained the federal government allowed reimbursement for kids who were on probation, receiving case management services, and on Medicaid. He stated the criteria to be met included a case management plan, which the Department already had in place for all juveniles. TCM activities included an assessment of needs, referrals and linkage to community services, case plan development, follow-up, and evaluation. He noted the federal government recently reinstated the ability for juvenile services and child welfare agencies to collect reimbursement dollars. Juvenile Services collected reimbursements from 2001 until 2004, but discontinued the practice when word was received that they would be disallowed. He indicated the federal government placed a moratorium on reimbursement funds in 2007 and lifted it in the spring of 2009. He observed approximately 28 percent of those on the Juvenile Services caseloads were eligible to receive reimbursement dollars for TCM. He pointed out reimbursement dollars could come back to the agency after a Cost Allocation Plan was presented to the State. He said Juvenile Services was working with Finance to see how dollars could be allocated if approved and the focus was on providing services to juveniles and families.

Commissioner Larkin requested examples of the kinds of services provided. Mr. Stewart replied that needs such as counseling or educational services were identified during the assessment process. He agreed with Commissioner Larkin that services were not provided across any particular category or within any age group, but were specific to the needs of individual juveniles. Commissioner Larkin asked what controversy had caused the federal government to back out of the program. Mr. Stewart indicated there had been concern that several states were not doing the appropriate case documentation, but were claiming reimbursement according to their Medicaid rolls. He noted Washoe County backed out in 2004 when the entire reimbursement process was questioned. Commissioner Larkin wondered what accountability rules were in place at the local level to make sure the targeting was being accomplished. Mr. Stewart identified five core concepts of TCM that had to be met: assessment, case plan development, referral and linkage to services, monitoring of the services, and evaluation of the services. He said officers did a weekly time study indicating what portion of their work week was applied to direct service delivery to TCM clients and program managers audited the files submitted for reimbursement on a monthly basis. Commissioner Larkin commented that case management for juveniles at the local level did not stop in 2004. Mr. Stewart indicated the process continued to incorporate the five core concepts into case management plans for juveniles and families after 2004. Commissioner Larkin requested that staff bring back some of the excellent results being achieved. He said constituents would probably be interested in the human side of the dollar amounts and he was heartened by some of the outcomes in the community.

Kevin Schiller, Director of Social Services, stated TCM data had been collected by Social Services since about 1988. He estimated there was about \$2.7 million

in potential reimbursements related to allowable TCM activities in the coming year and there had been about \$3 million during the previous year. He attributed the slight reduction to changes in caseloads. He cited the coordination of doctors' visits for children in custody as one example of an allowable reimbursement. He explained the Statewide Automated Child Welfare Information System (SACWIS) was used as the case management system that provided accountability. Mr. Schiller said reports concerning billable contacts were generated on a month-to-month basis and cross referenced against services billed. He indicated Social Services had been very successful from the perspective of audits through the Center for Medicaid services.

There was no public comment on this item.

Chairman Humke disclosed he worked for a private contractor who was reimbursed by Medicaid for some of its work. He said he did not believe his vote would affect the outcome.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 12G2 be approved, accepted, authorized and executed. The Intrastate Interlocal Contract for same is attached hereto and made a part of the minutes thereof. Staff was further directed to provide an annual update to the Board regarding Targeted Case Management.

09-1181 AGENDA ITEM 14 – APPEARANCE

Agenda Subject: “Washoe County Sheriff Michael Haley: Presentation on illegal dumping in Washoe County. (All Commission Districts)”

Sheriff Michael Haley conducted a PowerPoint presentation, which was placed on file with the Clerk. He said there had been some confusing information put forward and he wanted to reiterate the serious commitment made by his office in managing the issue of illegal dumping. He stated the Sheriff's Office initiated the first Open Space Task Force meeting in the fall of 2006, subsequently formed community partnerships, and created a map of popular dump sites. He noted that his office partnered with the U.S. Forest Service and the Bureau of Land Management (BLM) in January 2007 to patrol and look for illegal dump sites and related suspects. He indicated the Sheriff's Office began the open space clean-up projects and expended 250 deputy man hours on 11 events. GPS mapping of dump sites was begun in 2008 and the Sheriff's Office initiated 329-DUMP, a hot line to encourage public reporting.

Sheriff Haley pointed out the Sheriff's Office maintained its efforts against illegal dumping in spite of reduced staffing and a difficult economic environment. He suggested it was necessary to recommit resources and to fund private sector partners such as Keep Truckee Meadows Beautiful (KTMB). He observed every community had a tipping point where drastic changes were seen in the quality of life, and the way to avoid the tipping point was to adequately fund the necessary staffing. He emphasized the safety and quality of life of the citizens of Washoe County had always been his utmost concern.

He noted there had been a 366 percent increase in illegal dumping and littering calls over the past 12 months. He indicated he was working with a private firm to purchase cameras to aid in identifying those who decided to litter rather than going to a legal dump site and had not asked for additional funding for that project.

Sheriff Haley identified the following resources as necessary to fully engage in illegal dump site issues: (1) restore three Community Liaison Officer (CLO) positions; (2) restore funding for program supervisors for the Sheriff's community work program; and (3) fund KTMB in the form of grants or other resources so they could bring volunteers forward to help. Without the funds to pay for dumpsters and get the refuse cleaned up, he pointed out his staff could only identify sites, identify subjects to be arrested, and volunteer themselves for clean-up efforts. He stated the most effective way to ensure the necessary communications with the community was to bring back the people who had performed that function for many years.

Commissioner Larkin asked whether the spike in illegal dumping had been correlated with the foreclosure market. Sheriff Haley said his office overlaid foreclosures against all of the available crime data in the region. He noted there was a high rate of foreclosures over the entire north region but the rate of illegal dumping was higher than the rate of foreclosures in Districts 3 and 5. Although there were a lot of vacant homes in District 4, there was not as much illegal dumping in that region.

Commissioner Larkin agreed the CLO's played a vital role when they visited the Citizen Advisory Boards and Neighborhood Advisory Boards. He said it was unrealistic to expect the Sheriff to be able to curb the issue, and the issue should be addressed as a community. He wondered about the status of the Neighborhood Watch programs. Because of the economy, Sheriff Haley stated the Neighborhood Watch programs were managed by volunteer deputy sheriffs. He explained the CLO's had been able to act as a direct link for each of the Commissioners in their Districts, to engage community partners, to stem complaints, and to fix things quickly. He observed it was now necessary to find a lieutenant or sergeant to perform those functions and to deal with other rising crime issues at the same time. Commissioner Larkin asked whether the positions would be included in the 2010-11 budget requests. Sheriff Haley said about \$282,000 would be included in future requests for budget increases. He expressed concern that some funding was necessary to pick up and remove dumped material, and it would become more and more challenging to catch up as time went on. He was hopeful the illegal dumping would subside somewhat during the winter months. Commissioner Larkin disagreed with assumptions about the winter activity. He stated another wave of exotic mortgages would begin to reset in about 45 days, possibly creating more foreclosures in January, February and March 2010. The dump sites in Spanish Springs were not as numerous, but he suspected people were going from Spanish Springs into the North Valleys to commence illegal dumping activities. He offered to work with the Sheriff's Office in any capacity he could to stem the growing problem. Sheriff Haley acknowledged it was a collaborative effort. He indicated the CLO's were a critical element. He said the faster he could get people to perform quality of life functions, the better off everyone would be.

Commissioner Weber said she had been involved with the Illegal Dumping Task Force for quite a few years now and was concerned about the winter season, particularly the dumping of Christmas trees. She wondered what could be done to work with KTMB, Waste Management, and everyone else to get more volunteers and make it more of a community-wide effort. She questioned why it was necessary for law enforcement to carry the main burden. Sheriff Haley pointed out there were about 900 sustainable volunteers covering many aspects of the Sheriff's organization. He stated they had been nurtured and maintained over a long period of time, and he was not sure there was any capacity to use the same volunteers or to reach out for more to focus on illegal dumping. Commissioner Weber suggested it was not about the Sheriff's Office taking the brunt of it all. She hoped somehow the County and its television station could bring the issue to the community, provide education, and get more people to participate.

Commissioner Breternitz indicated he had gone on an informative and eye-opening illegal dumping tour and talked with a number of interested citizens, as well as with Sparks City Councilwoman Julia Ratti. He acknowledged that law enforcement was one element toward finding a solution. He pointed out the Board was doing everything it could to give the Sheriff's Office as much money as possible but the budget situation was not expected to change in the near future and it was unrealistic to just throw more money at the problem. He stated he would like to hear recommendations about a broader, more comprehensive solution from groups of people who were well versed in the problem.

Commissioner Jung concurred with Commissioner Breternitz. She suggested KTMB be asked to make recommendations at the next Joint Meeting with the two Cities and the Washoe County School District. She observed the people who were dumping did not care about jurisdictional lines. She proposed that policy recommendations also be solicited from each of the Parks Commissions prior to discussion at a Joint Meeting. She indicated the increase in illegal dumping reports might be attributed to the implementation of the 329-DUMP hotline, as well as to the number of foreclosures. She talked about the "broken window theory," wherein people who saw dump sites decided to leave their things there as well. She noted Districts 3 and 5 were also close to the McCarran ring and it was just easier to dump there. She said there would have to be a value change in terms of how the desert open spaces were treated and a community culture of non-tolerance in order to get at the issue. She requested an agenda item to highlight recommendations (preferably those that did not cost any money), best practices, and other changes to make the community non-tolerant of illegal dumping.

Sheriff Haley remarked there would be continual challenges in a variety of other areas unless and until the Sheriff's Office and the County reengaged the community through a liaison process. He stated, although it might not be a Sheriff's deputy acting as liaison, somebody connected with his office had to be involved in a collaborative working effort. He said he wanted to engage in discussion about how to reconnect with the community at the ground level.

Commissioner Weber observed the Illegal Dumping Task Force had come a long way and done a great job. She suggested maybe the Secret Witness program could be tied in or there might be other ideas. She noted those ideas did not put aside the Sheriff's request for liaisons. She observed everyone in the community was hurting, people were angry, and with anger came all sorts of crime and other activity. She agreed with the request to get recommendations.

Commissioner Larkin requested that the Sheriff's Office provide updates on a quarterly basis.

In response to the call for public comment, Neal Cobb, a member of the Illegal Dumping Task Force, said he supported the Sheriff's request. He suggested the Sheriff's Office occupied at least two cogs on a large wheel by providing enforcement and supervising a non-voluntary clean-up crew. He indicated he was celebrating his 20th year of organizing large cleanups in the community. He acknowledged that the Sheriff's Office brought forward answers and ideas during that time, and was doing a wonderful job in bringing about noticeable improvement.

Roger Edwards of the Golden Valley Property Owners Association spoke in support of the Sheriff's Office. He stated the CLO positions were very important and Golden Valley was 100 percent behind getting them back. He acknowledged the Sheriff's Office responded immediately whenever the 329-DUMP number was called.

Bill von Phul, a member of the Washoe County Open Space and Regional Parks Commission, thanked the Sheriff's Office and the Illegal Dumping Task Force for their wonderful work. He suggested it could be made easy and cheap for people to do the right thing. He pointed out the long lines at the October 2009 free dump weekend were an indication that the program needed to be more robust. He hoped a way could be found for Waste Management to expand to monthly free dump weekends and to accept all types of household rubbish for residential customers. He stated the cost should be built into the rate structure, which might be possible for less than \$1 per year per customer.

Commissioner Weber pointed out the Waste Management franchise agreement was not up until the year 2020. Commissioner Breternitz observed there were probably provisions in the contract that allowed two willing parties to open the agreement while it was still in effect.

There was no action taken on this item.

09-1182 AGENDA ITEM 16 – APPEARANCE

Agenda Subject: “Lee Gibson, Executive Director, Regional Transportation Commission: Informal introduction of new Regional Transportation Commission Executive Director.”

Lee Gibson, Executive Director of the Regional Transportation Commission (RTC), said he had been in his position for about five weeks. He indicated the RTC would be taking a slightly different approach by focusing more on partnerships in the delivery of the RTC-5 program. He thanked the County for its support of RTC-5, which was tremendously important in creating jobs and investment to make the transportation system more efficient. He stated sustainability would be another area of focus, including the environment and economics. He discussed RTC's collaborative work with the technical staff of all of the local entities.

Commissioner Jung acknowledged the RTC staff and said she enjoyed the news brief provided to the Commissioners in electronic form.

12:38 p.m. The Board convened as the Board of Trustees for the South Truckee Meadows General Improvement District with all members present.

12:50 p.m. The Board reconvened as the Board of County Commissioners with all members present.

DISCUSSION – BLOCK VOTE – AGENDA ITEMS 15, 17, 23, 28, 29, 30 AND 34 (SEE MINUTE ITEMS 09-1183 THROUGH 09-1189)

The Board consolidated Agenda Items 15, 17, 23, 28, 29, 30 and 34 into a single block vote.

09-1183 AGENDA ITEM 15 – SHERIFF'S OFFICE

Agenda Subject: “Recommendation to accept direct grant awards (no County match) from Nevada Division of Emergency Management Federal Fiscal Year 2009 Department of Homeland Security Project No. 9700109 [\$150,350] and Federal Fiscal Year 2007 State Homeland Security Program Project No. 97067HE7 [\$73,000] supporting Interoperability Outreach and Coordination; and if accepted, authorize Chairman to execute Independent Contractor Agreement for Services between the County of Washoe (Sheriff's Office) and North Lake Tahoe Fire Protection District [\$173,690.56] and authorize Finance to make necessary budget adjustments. (All Commission Districts)”

There was no public comment on this item.

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

09-1184 AGENDA ITEM 17 – PURCHASING

Agenda Subject: “Request for authorization to utilize the Western States Contracting Alliance Contract resultant from Contract #7066, administered

through the State of Nevada for janitorial supplies and equipment (including paper products and can liners) from November 1, 2009 through November 30, 2010, and any periods of extension (estimated annual expenditures approximately \$135,000). (All Commissioner Districts)”

There was no public comment on this item.

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

09-1185 AGENDA ITEM 23 – HUMAN RESOURCES

Agenda Subject: “Recommendation to approve the Department of Human Resources and Purchasing Department developing and administering a Request for Proposal for Temporary Employment Services for Washoe County [no specific dollar values will be assigned to these awards resulting from this Invitation to Bid, as services will be provided on a requirements basis to the County departments requiring temporary clerical services [anticipated annual dollar amount will be in excess of \$100,000]. (All Commission Districts)”

Commissioner Larkin noted the Agenda Item involved \$453,000, which was a small percentage of the County’s budget. Katy Simon, County Manager, explained the total amount budgeted in fiscal year 2009-10 for contract wages was \$262,000. She noted departments could not use the money unless it had been specifically budgeted, which was the case in the Registrar of Voters Office, the Assessor’s Office and the Recorder’s Office. She indicated approval was also required through Human Resources for the use of temporary personnel.

There was no public comment on this item.

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

09-1186 AGENDA ITEM 28 – DEPARTMENT OF WATER RESOURCES

Agenda Subject: “Recommendation to authorize the Purchasing Department to release an Invitation to Bid for Water Testing, Review and Reporting, on behalf of the Department of Water Resources for a term of one year commencing March 1, 2010, with the provision for two successive annual renewal options [estimated annual value of the contract is \$117,500]. (All Commission Districts)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 28 be authorized.

09-1187 AGENDA ITEM 29 – DEPARTMENT OF WATER RESOURCES

Agenda Subject: “Recommendation to approve and authorize the Chairman to execute the Amended and Restated Truckee Meadows Water Authority Cooperative Agreement (or Joint Powers Agreement) among the City of Reno, City of Sparks and Washoe County; and if approved, authorize submission of the Joint Powers Agreement to the Nevada Attorney General for approval. (All Commission Districts)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 29 be approved, authorized and executed. The Joint Powers Agreement for same is attached hereto and made a part of the minutes thereof.

09-1188 AGENDA ITEM 30 – DEPARTMENT OF WATER RESOURCES

Agenda Subject: “Recommendation to approve a refund to TD Damonte, LLC for sewer and reclaimed water connection privilege fees [\$904,182] along with the remaining portion of a plan check/inspection deposit [\$12,695.78] contingent upon the recordation of the reversion to acreage map for Damonte Ranch Village 5A Project in the South Truckee Meadows. (Commission District 2)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 30 be approved.

09-1189 AGENDA ITEM 34 – RENO JUSTICE COURT

Agenda Subject: “Recommendation to issue a Notice to Terminate the Agreement for Software and Services by and between Sustain Technologies, Inc. and Washoe County, Nevada subject to the vendor’s chance to consult and correct all defaults within 30 days pursuant to paragraph 9.2 - Termination by Either Party of the Agreement and to authorize the Case Management System Executive Committee to complete the termination process and any mediation, and if approved, authorize Chairman to execute Termination Notice. (All Commission Districts)”

Judge Kevin Higgins of the Sparks Justice Court stated the Justice Courts entered into a contract with the vendor to build a case management system. He indicated the vendor had not kept promises, was months behind schedule, and the program crashed every time staff tried to use it. He said the vendor walked out of a mediation meeting and had been notified in writing that the Justice Courts intended to evoke the termination clause. He pointed out no money had been paid, pursuant to an agreement with the vendor that no money would be paid until the program worked.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 34 be approved, authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

1:17 p.m. Chairman Humke declared a brief recess.

1:53 p.m. The Board reconvened with all members present.

09-1190 **AGENDA ITEM 18 – COMMUNITY SUPPORT
ADMINISTRATOR/MANAGEMENT SERVICES**

Agenda Subject: “Recommendation to approve and authorize the Chairman to sign Grant Program Contracts and Resolutions with Nevada Legal Services [\$50,000], Washoe Legal Services [\$50,000], Kids to Senior Korner [\$160,000] and Children’s Cabinet [\$80,000]; a Memorandum of Understanding with Senior Law Project [\$50,000], to sub-grant the Homeless Prevention and Rapid Re-housing Program grant funds; and, a Professional Services Agreement with BitFocus Inc. [\$20,000]; and, authorize Finance to make necessary adjustments. (All Commission Districts)”

County Manager Katy Simon stated Commissioner Larkin had previously questioned whether the grant funds were related to job creation. According to the website for the U.S. Department of Housing and Urban Development (HUD), the Homeless Prevention and Rapid Re-housing (HPRP) grant funds were a component of the American Reinvestment and Recovery Act (ARRA). She indicated the grant funds were intended to protect the people who were hardest hit by the economic recession and were not primarily for the purpose of job creation.

Commissioner Larkin asked whether the County was prohibited from claiming credit for job creation or job savings. Gabrielle Enfield, Community Support Administrator, replied there was no prohibition. Although the funds were primarily to address homeless prevention, she noted the grant contracts would create or retain 3.5 full-time equivalent jobs among the legal service providers and the nonprofit organizations receiving subgrant awards.

Commissioner Larkin suggested any job support through ARRA funds should be noted on the County’s website. Ms. Simon agreed to ask the departments and agencies receiving ARRA grant funds through Washoe County to provide such information, although it was not yet included in the stimulus report. She said a stimulus funding report was available on the County website.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 18 be approved and authorized. The Resolutions for same are attached hereto and made a part of the minutes thereof.

09-1191 AGENDA ITEM 19 – FINANCE/COMPTROLLER

Agenda Subject: “Presentation and acknowledge receipt of the Interim Financial Report for Washoe County Governmental Funds for the three months ended September 30, 2009 - Unaudited. (All Commission Districts)”

John Sherman, Finance Director, reviewed the information provided in the staff report for the first quarter of fiscal year 2009-10. He observed the organization was financially stable at the current time. He stated the Board’s December 8, 2009 agenda would include preliminary revenue estimates for fiscal year 2010-11, and some proposed modifications to the budget priority process that were previously requested by the Board. He indicated the January 26, 2010 Board agenda would include a status report for the second quarter of fiscal year 2009-10, and the first revenue and expenditure forecasts for 2010-11.

Commissioner Larkin referenced the graph in the staff report showing the trend of available cash. He asked what the month of October 2009 looked like. Mr. Sherman said it was on trend (trending upward). Commissioner Larkin wondered whether the trend would be level with 2008-09. Mr. Sherman explained the month of July was typically the low month of the year and the month that staff watched available cash most closely. Commissioner Larkin wondered what December 2009 was expected to look like. Mr. Sherman indicated the future was still cloudy but things looked stable so far, particularly because year-to-date property tax collections were aligned with historical trends.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, the Board acknowledged the report in Agenda Item 19.

09-1192 AGENDA ITEM 20 – FINANCE/COMPTROLLER

Agenda Subject: “Presentation and recommendation to acknowledge receipt of the Washoe County Comprehensive Annual Financial Report (CAFR), auditor’s report, report on internal control, and Single Audit Report required by the Office of Management and Budget Circular A-133, for the Fiscal Year ended June 30, 2009 as presented, and authorize the Comptroller’s Office to proceed with distribution of the CAFR for public record, as required by law. (All Commission Districts)”

Comptroller Sheri Mendez conducted a PowerPoint presentation, which was placed on file with the Clerk. She said the County obtained an unqualified auditor's opinion, which was the highest opinion that could be obtained. She reviewed some of the financial highlights contained in the report. She pointed out that the Board's acknowledgement of the report would authorize augmentation to the current 2009-10 fiscal year budget for commitments existing at June 30, 2009, from encumbrances and reserves related to unperformed contracts. Ms. Mendez introduced the staff of the Comptroller's Office and thanked them for their outstanding efforts.

Commissioner Larkin asked if there were any discrepancies to declare related to the augmentation of encumbrances and reserves. Ms. Mendez replied there were none.

Felicia O'Carroll of Kafoury, Armstrong and Company stated the County received an unqualified auditor's opinion and the audit went smoothly. She reviewed three findings related to the use of federal funds that carried very strict requirements for internal controls and monitoring. She noted the audit had gone smoothly.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried, Agenda Item 20 was acknowledged and authorized.

09-1193 AGENDA ITEM 31 – REGIONAL PARKS AND OPEN SPACE

Agenda Subject: “Update on the status of the 2000 Regional Parks, Trails and Open Space Bond (WC-1) projects and possibly provide direction on the future allocation of unspent funds. (All Commission Districts)”

Doug Doolittle, Director of Regional Parks and Open Space, said the original WC-1 bond measure was approved by the voters for \$28,282,390 in November 2000. He observed an additional \$14.4 million was generated through grants and other funds to assist in the final development of various WC-1 project goals. He explained the idea behind WC-1 began prior to 1999. He described the process used to identify projects, which included the establishment of a regional committee, meetings between each agency's parks and recreation directors, and input from the public and various interest groups. He read the following project guidelines established by the bond subcommittee: “The project must have regional significance. The project should try wherever possible to leverage through grants, donations, land exchanges, and/or partnerships with nonprofits, other public agencies and the public sector. The project must be on an existing master plan, on the previous 1988 bond project list, or have significant regional impact.” Mr. Doolittle indicated the Parks staff and the bond committee met publically over 100 times and a list of 43 projects was brought forth after obtaining input from the Cities of Sparks and Reno. The committee prioritized the projects using a matrix of 32 criteria, shown in Attachment A to the staff report. Five additions were made by the Board of County Commissioners when they approved the final project list.

Mr. Doolittle stated an agreement was reached between Washoe County and the City of Reno in October 2000. The agreement provided that projects to be funded by the bond measure would include all of those approved by the County Commission on April 25, 2000. In the event that Washoe County determined any of the priority projects listed in Attachment A were not feasible, he noted there was a clause in the agreement that the amount of bonds allocated to the open space, trails, and parks categories would not be reduced. The bond money was to be spent on another approved project on the list with similar benefits that fell into the same category, and was to be approved by the County Commission with input from the Cities of Reno and Sparks, and other interested parties. The agreement called for the Parks Commission to hold one or more hearings and make recommendations to the Commission. He emphasized the intent had been to stay with the funded and unfunded projects on the list.

Mr. Doolittle explained the bond projects were listed in the categories of open space, parks, and trails. The open space category had ten projects in it, (five funded and five unfunded), for a total of \$11.8 million. The trails category included 17 projects, (nine funded and eight unfunded), for a total of \$2.12 million. The parks category totaled \$14,361,000 for 21 projects, (17 funded and four unfunded). He indicated 21 of the 31 funded projects had been completed and six of the remaining ten projects were under construction. He said the unencumbered amount remaining in the WC-1 fund was about \$1.6 million, with \$1.22 million in the open space category.

Mr. Doolittle stated it was clearly articulated to the voters what the projects would be. Priority projects on the funded list were to go first, followed by back-up projects on the unfunded list. In order to go forward with any projects on the back-up list, public hearings were to take place through the Parks Commission, and County Commission approval was required to reallocate bond funds down to the next level of unfunded priorities. If all opportunities on both lists were exhausted, then the intent had been to reallocate funds to another project in the same category that met the criteria established by the original bond committee.

In response to the call for public comment, Susan Schlerf, Assistant Reno City Manager, conveyed the Reno City Council's support for any action necessary by the Washoe County Commissioners to use WC-1 funds for the acquisition of the Northgate Golf Course as open space. She remarked the potential for up to \$1 million in WC-1 funds had been noted in a previous staff report to the Commission dated August 19, 2009. She stated the Reno City Council supported using some portion of the \$1.2 million of unspent funds residing in the open space category and understood it would be a departure from the original project list, although the potential of 228 acres of open space had not been on anyone's horizon back in 2000. Understanding that the homeowners would have to raise nearly \$2 million through a Special Assessment District (SAD), she said the City Council felt it was prudent to bring the request to the County Commission.

Bill von Phul indicated he spent many hours promoting the WC-1 bond measure to the voters. He pointed out the message to the voters was very specific as to how the money would be spent. He said he did not think WC-1 funds should be diverted

to projects that were not on the original list. Although he was in favor of Northgate becoming public open space, he thought the WC-1 funds were an inappropriate source and it was important to stick to the original plan.

Karen Mullen pointed out there had been a lot of tug of war over getting projects onto the WC-1 list. She stated the matrix shown in the staff report was effectively used by the WC-1 working group to prioritize projects and to reach consensus. She indicated the list of unfunded projects had been critical to obtaining the support of various interest groups and it had been important at the time for people to know what specific projects they were voting on. She noted other local bond measures had been unsuccessful when it was unclear to the citizens what they were voting for.

County Clerk Amy Harvey read comments submitted by Virginia Kersey, which were placed on file with the Clerk. Ms. Kersey expressed concerns about the voters' trust that elected officials would follow the stated intent of a bond issue after it was passed. She urged the Commissioners to continue working from the original list of projects for WC-1 funds.

Commissioner Larkin asked whether the \$200,000 already put up by the County would decrease the total funds necessary to purchase Northgate. Ms. Schlerf indicated approximately \$850,000 had to come from somewhere else if the homeowners were able to raise approximately \$2 million. Assistant County Manager Dave Childs pointed out that the \$200,000 put forward by the County had been in the form of a refundable deposit, and the money was never intended to be used for the purchase of the Northgate property. County Manager Katy Simon recalled previous Board discussion that no money from the County's General Fund would be used. She stated the refundable deposit had come from the County's general resources.

Commissioner Breternitz said, although it had always been a priority to find some means of purchasing the property, he and other Commissioners had told the homeowners on a number of occasions that they would have to come up with the \$2.85 million purchase price. He pointed out the County's contribution had been structured as refundable because of concerns about available budget resources. He asked whether the City of Reno had earmarked any money to help fund the \$850,000 gap in the purchase price. Ms. Schlerf stated about \$7,000 was earmarked by the City for maintenance costs. She observed the City did not have access to bonds such as those under the WC-1 program.

Commissioner Weber pointed out a lot of time and effort had been expended on the Northgate issue by various Commissioners and by staff. She agreed with Commissioner Breternitz that the County listened to the public and explored possible funding sources but had been very clear that no general funds were available to purchase the property.

Commissioner Weber asked if the unfunded Peavine Access project described on page 7 of Attachment D to the staff report could be incorporated into the

Northgate project. Mr. Doolittle replied that had not been the original intent. He said the corridors of access were not there and it was intended to be vehicular access. Commissioner Weber wondered if there was an appetite to address the possibility. He reiterated it had not been the intent to spend WC-1 funds on projects that were not on the list. He acknowledged the language of the ballot question had been somewhat general, but the phone canvassing done to get support for the measure had been specific about the project list.

Commissioner Jung clarified the Peavine Access project was described as a four-wheel drive, pedestrian and mountain bike access in the McQueen/Northgate area to maintain access to public land that was being cut off by new development. Mr. Doolittle agreed. Commissioner Jung pointed out that taxpayers were still paying for the WC-1 bond issue, and voters who moved to the area after 2000 were paying for a list of projects promised in 2000 to which they had no input. She asked who decided what the project priorities would be and who approved the criteria. County Manager Katy Simon explained the list was approved by the Parks Commissions of Reno, Sparks and Washoe County, as well as the Reno City Council, Sparks City Council and Washoe County Commission. She noted Washoe County placed the measure on the ballot. She pointed out that the project list was adopted by the Board of County Commissioners during a public hearing that utilized a very formal process. Commissioner Jung observed there was currently a great deal of discussion about the difficulty responding to changes and adjusting to the way the world was changing. She suggested it was poor policy to generate a list and ask people to vote in perpetuity. She emphasized that there had to be some way to find a funding source.

Commissioner Breternitz asked whether there would be any money left after the back-up projects were funded. Mr. Doolittle clarified no property appraisals had been completed. He indicated any one of the projects would exhaust the remaining funds.

Ms. Simon recommended it would be appropriate to allow a competitive process if it was the Board's desire to open up the WC-1 funding. She pointed out there had been a lot of market and voter research when the WC-1 measure was placed on the ballot, and it contributed to voter confidence that Washoe County had done what it said it would do.

Commissioner Weber said it had never been a secret and she believed the citizens had understood it would be their responsibility to purchase the Northgate property. She pointed out the Board had a responsibility to stick with what the voters had previously decided.

Commissioner Larkin questioned whether there was an opportunity to use economic development bonds through the American Recovery and Reinvestment Act (ARRA). Ms. Simon stated the ARRA required a revenue stream to repay the bonds. She noted the SAD would already have the ability to take advantage of tax exempt bonds. She indicated staff could run the numbers to determine whether use of economic development bonds for the \$850,000 remainder would lower the overall cost to the homeowners. John

Sherman, Finance Director, said the economic funds could be used to augment the SAD, but \$850,000 was a relatively small amount and might not be enough to offset the fixed costs involved in financing the debt. Ms. Simon agreed to have staff review the financial feasibility of using ARRA bonds to finance either the \$850,000 or the entire SAD.

Commissioner Larkin concurred with Commissioner Weber that the County's role was to facilitate the citizens' ability to finance acquisition of the Northgate property.

Commissioner Breternitz noted the County had done its part to keep the property from reverting to developers by putting up \$200,000 to \$300,000 in refundable option money. Based on commitments already made for the WC-1 money, he indicated it would be a disservice to the voters to do a "bait and switch" with those funds. He stated he could not support the use of any General Fund money. He emphasized that he still supported the citizens' goal to purchase Northgate for open space but did not see what other funding options were available.

Chairman Humke remarked that this was not a County project and the Commission's action had been taken to forestall the return of the Northgate property to the developer. He agreed with Commissioner Larkin that the County's role was that of a facilitator. With respect to WC-1, he observed there were many equities to be considered on behalf of existing and new residents of the area.

No action was taken on this item.

COMBINED DISCUSSION – AGENDA ITEMS 24 AND 21 (SEE MINUTE ITEMS 09-1194 AND 09-1195 BELOW)

3:12 p.m. Commissioner Weber temporarily left the meeting.

Agenda Item 24 (See 09-1194 below for the motion pertaining to this item.)

John Sherman, Finance Director, indicated the County had been allocated almost \$40 million in Recovery Zone Economic Development Bonds (RZEDB) under the American Recovery and Reinvestment Act (ARRA) of 2009. The bonds were tax exempt and were to be used by local governments. He noted the debt had to be issued by December 2010. He stated the agenda item was last considered by the Board on September 22, 2009, at which time the Board allocated \$15 million to the Washoe County School District (WCSD) and directed staff to solicit additional potential bond projects. He referred to the list of agencies contacted on page 2 of the staff report and said there were only two positive responses. The WCSD requested about \$11 million and the Regional Transportation Commission (RTC) requested a minimum of \$10 million up to the entire balance of about \$25 million. Mr. Sherman talked about the analysis of several internal projects. Issuance of debt for the Truckee River Flood Control Project was not necessary prior to the December 2010 deadline, and there were some questions about the Spanish Springs septic to sewer conversion project and a domestic well conversion

project. He pointed out there was a potential for litigation that might delay SAD 32 but it was still a viable possibility. He observed there was also an energy retrofit project which the Board was to discuss under Agenda Item 24. He stated the WCSD and RTC had shovel ready projects lined up and a revenue stream to pay back the debt.

Commissioner Larkin said he did see how the bonds would facilitate the Spanish Springs sewer project until Congress matched their share of joint costs for the next phase. Mr. Sherman indicated there was an expectation of a congressional grant match to the local share, although he would have to do a little bit of research into the particulars. He cautioned that allocation of the bonds to the sewer project could push the debt issuance right up to or beyond the deadline.

Commissioner Larkin asked if there was any pricing information available related to SAD 32. Mr. Sherman indicated it would take a few months to gather information if the project were put out to bid. He pointed out staff would know within a few weeks whether litigation concerning the project would commence.

Chairman Humke commented there might be an obligation to build more fire stations if the County extricated itself from a contract with the City of Reno for services related to the Truckee Meadows Fire Protection District. He wondered whether such fire stations would be a permissible expense for the bond funds. Mr. Sherman replied affirmatively but said more analysis would be required to determine the availability of resources to pay off the debt after operating costs. Chairman Humke questioned whether it was possible to meet the timeframe. Mr. Sherman stated the timeframe for expending funds was different than the deadline for incurring the debt. Chairman Humke noted it was a speculative issue based on some constituent concerns. Ms. Simon stated there had been a newspaper article quoting Kurt Latipow, Fire Services Coordinator. She clarified the statement had been that the locations of the fire stations would be impacted.

Based on a suggestion by Commissioner Breternitz, the Board moved on to hear Agenda Item 24 before taking any action on Agenda Item 21.

Agenda Item 21 (See 09-1195 below for the motion pertaining to this item.)

Dave Solaro, Assistant Public Works Director, explained the County embarked on an investment grade audit with NORESKO in the fall of 2008 in hopes of coming up with projects to lessen the County's utility bill and to create opportunities for the County to work on projects that could not be self funded. He stated the idea was for the energy savings to pay for other projects. He indicated 43 facilities were audited and a list of 14 projects was compiled, including seven that could pay for themselves. Three projects that really made sense were identified: a lighting retrofit for all facilities, building automation controls for the Ninth Street Complex, and controls on exhaust hoods at the Senior Services Center and the Jan Evans kitchen. Upon request, NORESKO presented a proposal to use savings in the utility bill (guaranteed by NORESKO) to finance each project. Mr. Solaro noted staff review had identified very high development

costs for each project and it was thought the projects could be done by County staff at a much lower cost. He said it was staff's recommendation that the Board pay NORESO for its audit, which validated the County's energy conservation efforts.

Commissioner Jung requested clarification of the development costs. Mr. Solaro indicated the proposal was for 51 percent of the construction costs, to include overhead and profit on the construction costs, engineering, project management, the document that had already been prepared to date, and the costs for bonding, measurement, and verification. He said it typically ranged anywhere from 14 to 20 percent of the construction costs for County staff to go through a similar process. Commissioner Jung wondered what happened to the solar panels. Mr. Solaro stated the solar project was being handled through ARRA bonds. He noted it could either be rolled into the energy projects or looked at as a separate track. Commissioner Jung asked whether the NORESO contract allowed the County to opt out or to essentially buy the audit. Mr. Solaro responded affirmatively. Commissioner Jung wondered if there was any appetite to renegotiate the development costs. Mr. Solaro stated he had spoken with NORESO's account representative and they were willing to renegotiate.

Commissioner Breternitz questioned whether the County would want to pursue the \$5 million in energy efficient improvements, even with a minimal return on investment. Mr. Sherman said it was his position the projects should yield some benefits to the organization and to the taxpayers. He emphasized it was important to do better than break even and to realize a net reduction in costs. He explained a smaller development fee resulted in a smaller amount to be financed, and use of the RZEDB provided a little more leverage and additional savings. He noted the projects might start to make sense and to have a little more return on investment at that point. Commissioner Breternitz observed there would have to be a significant decrease in the development fees for the projects to make sense at all. Mr. Sherman said staff had made it fairly clear to NORESO there was no interest in pursuing the projects if there was no gain to the taxpayer. He pointed out NORESO's proposal included a lease-purchase component for the financing, which was the most expensive of the different types of financing. He stated the substitution of a more economical financing mechanism such as the RZEDB might make it more viable. He noted there were business risks that had to be weighed such as whether NORESO would still be around in five years. He commented the measurement and verification of utility costs before and after the improvements could be in the eye of the beholder to a certain extent. He emphasized the importance of being very clear with NORESO about those elements of the project. Commissioner Breternitz asked if NORESO's ability to stand if their guaranteed estimates about energy consumption were not accurate was another element to discuss before moving forward. Mr. Sherman and agreed. He added the number of years to recoup the County's capital investment was also important. He indicated staff could come back to the Board with more information In January 2010.

Commissioner Jung asked how the bonds in Agenda Item 24 would be affected by a delay. Mark Stanton, Chief Facilities Officer of the WCSD, said sale of the bonds could be delayed to February 2010 if necessary. He noted the WCSD had

originally intended to sell bonds in December 2009. He cautioned interest rates could increase. Based on current interest rates, the WCSD was anticipating about \$1 million in savings on \$10.5 million in bonds. Tom Taelour, Chief Financial Officer for the RTC, indicated the RTC was planning to sell bonds in February 2010. He stated the sale could be delayed a month or so, but the timing would be pretty tight.

Mr. Sherman pointed out there was approximately \$24.8 million left for allocation in the RZEDB program. He said the formal request from the WCSD was for about \$10.5 million, the energy retrofit project could require about \$4.3 million in financing, and the RTC requested a minimum of \$10 million. He stated there was no firm pricing for SAD 32 but the initial estimate was about \$13 million.

Commissioner Larkin observed the Board requested placement on every agenda, so a decision could be delayed until more information was available. He urged the Commission not to preclude allocation to SAD 32 as an option.

Commissioner Jung made a motion to allocate \$10,518,000 to the WCSD and \$10 million to the RTC, leaving the remainder for the Board's decision at a later date. There was no second to the motion.

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

Chairman Humke commented there would not be much left for SAD 32 if \$20.5 million in allocations were made. Commissioner Larkin indicated no commitments were made to SAD 32 for the estimated \$13 million but he preferred to leave room for some bonding capacity.

Commissioner Breternitz suggested there would be more flexibility to direct the funds wisely if allocations were delayed until more information was available.

Commissioner Jung remarked there was currently a great bond climate. She stated delaying allocation would also delay project construction. She noted the whole point was to create jobs and get people working. Commissioner Larkin said he did not believe the bond market would change very much in the next few months. He agreed with Commissioner Breternitz that more information was needed in order to maximize the decisions.

09-1194 AGENDA ITEM 21 – FINANCE

Agenda Subject: "Discussion and possible approval of a Resolution allocating all or a portion of the County's remaining \$24,766,000 volume cap for recovery zone Economic Development Bonds to other governmental entities pursuant to the American Recovery and Reinvestment Act of 2009; and providing the effective date hereof; and if approved, authorize Chairman to execute Resolution for same. (All Commission Districts)"

Please see above for combined discussion on Agenda Items 21 and 24.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried, Agenda Item 21 was continued to the Commission meeting on January 12, 2010.

09-1195 AGENDA ITEM 24 – PUBLIC WORKS

Agenda Subject: “Recommendation to accept update on an Investment Grade Audit of energy savings opportunities in Washoe County buildings, and authorize payment to NORESCO, an energy service company [\$97,000 - funding source from General Fund]. (All Commission Districts)”

Please see above for combined discussion on Agenda Items 21 and 24.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, Agenda Item 21 was continued to a later date in order to allow renegotiation of project development costs with NORESCO. A goal of 14 percent of the construction costs was suggested to staff as a starting point.

09-1196 AGENDA ITEM 22 – FINANCE/MANAGER’S OFFICE

Agenda Subject: “Discussion and possible direction to staff regarding the process to allocate \$59,648,000 of Washoe County Recovery Zone Facility Bond Capacity. (All Commission Districts)”

John Sherman indicated the Recovery Zone Facility Bonds provided financing to the private sector as part of the American Recovery and Reinvestment Act (ARRA) of 2009. He stated the interest on the bonds was exempt from income tax, which lowered the cost of financing. He explained the City of Reno received approximately \$65 million in bonding capacity and the County received just under \$60 million. Staff between the two entities collaborated to bring forward recommendations about a process for allocating the bonds.

Mr. Sherman referenced page 2 of the staff report, which outlined the proposed eight-point process recommended by staff which had already been approved by the Reno City Council. He said the Economic Development Authority of Western Nevada (EDAWN) and others in the community were aware of the program and had been provided with some information. He referred to the proposed Fact Sheet in Attachment A and the proposed Solicitation Letter in Attachment B. He reviewed the steps in the proposed process. He pointed out it was originally thought it would take until June 2010 to disseminate information, gather and rank a list of projects, complete the necessary due

diligence, and be ready to allocate bond capacity. However, a slight modification to the process had been suggested subsequent to the drafting of the staff report. In the event there was a viable project with a competent company behind it that was ready to go right away, he stated consideration could be given to allocating funds on a first come, first served basis.

Commissioner Breternitz said the first come, first served approach made sense. He observed the timeline was already tight for a developer to plan a project of any size and commit to a dollar amount in time to sell bonds by September 2010. He stated a lot of projects were going to be eliminated because of the timing and any projects that were out there idling should be considered.

Commissioner Larkin asked about the City of Sparks. Mr. Sherman said the City of Sparks did not get an allocation but might have some projects to put forward along with a private developer. Commissioner Larkin requested that the process include approval by the Sparks City Council, at least on an advisory basis. Mr. Sherman noted the only legal requirement was for the County Commission to approve its own allocations. He stated coordination with the Cities would minimize duplication. Commissioner Larkin wondered whether projects within a redevelopment district or those receiving STAR bonds would qualify. Mr. Sherman said he did not believe there was a prohibition for projects within a redevelopment or tourism district.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried, it was ordered that the process outlined on page 2 of the staff report for Agenda item 22 be approved, with the addition of bond allocation to be considered on a first come, first served basis when appropriate.

**DISCUSSION – BLOCK VOTE – AGENDA ITEMS 25, 26 AND 27
(SEE MINUTE ITEMS 09-1197 THROUGH 09-1199)**

The Board consolidated their consideration of Agenda Items 25, 26 and 27 into a single block vote.

Commissioner Larkin asked if the number of jobs shown under each grant represented the maximum number of jobs to be created. Lynda Nelson, Planning Manager, clarified the number shown met the minimum job requirements under the American Recovery and Reinvestment Act (ARRA) grants. She indicated there would be more jobs than those shown for the planning and design phase. She anticipated the implementation phase would take place in the spring of 2010 and the majority of the funding for the fire rehabilitation projects would go toward direct labor costs. She noted there would be limited capital outlay for plant material and seeds, with the specification that only local nurseries and local seed were to be used. Commissioner Larkin commented that planting trees was a very labor intensive effort. Ms. Nelson agreed. She stated the planning phase was necessary to make the on-the-ground effort successful but

the majority of the funds would be spent in the spring on weed control, fuels reduction, weed mapping, weed eradication, planting, and seeding. Commissioner Larkin pointed out that 121 jobs at \$3.8 million penciled out to \$33,000 per job, but additional people would actually be employed in the spring. Ms. Nelson said she would be happy to give an exact report of labor, materials, and equipment after the planning phase was completed.

Commissioner Larkin stated the Commission had not set a standard or given staff guidance about what should be reported for the ARRA projects. He noted that States were required under ARRA to have a website but it was not clear what should be included. He applauded staff for getting information posted on the County website and hoped it would be frequently updated so the community knew where jobs were being created. He asked the County Manager to provide staff guidance so the Commission and the public could see where the jobs were, as well as what the probable ARRA grant expenditures would be.

3:58 p.m. Commissioner Breternitz temporarily left the meeting.

3:59 p.m. Chairman Humke temporarily left the meeting and Vice Chairperson Weber took over the gavel.

Katy Simon, County Manager, said staff had been following specific federal guidance. She noted the federal government only required the reporting of jobs created after the funds were expended, but County staff exceeded the federal requirement by showing the estimated number of jobs to be created when grant funds were awarded. Commissioner Larkin remarked it was important to show people that allocation of the monies would be occurring over the next six to eight months and there would be some good economic activity next spring.

Commissioner Larkin pointed out that jobs had been the focus of workshops with the small business administration and the University of Nevada. He observed the projects' planning and design efforts also resulted in jobs being retained. He complimented staff for using three highly respected local planning firms, all of which had been in the community for decades. Ms. Simon commended Ms. Nelson and her team. She noted these would be the first stimulus dollars to be contracted out by Washoe County and she appreciated how quickly staff had gotten through a process that included lots of players. Commissioner Jung echoed Ms. Simon's sentiments. She indicated staff members like Ms. Nelson were doing a thorough job with about a 200 percent workload due to budget reductions.

Please see minute items 09-1197 through 09-1199 for the motions pertaining to Agenda Items 25, 26 and 27.

09-1197 AGENDA ITEM 25 – REGIONAL PARKS AND OPEN SPACE

Agenda Subject: “Recommendation to approve Agreement between the County of Washoe and Western Botanical Services, Inc. [\$130,795 - funded by the American

Recovery and Reinvestment Act 2009] to provide planning/design services for wildland fire ecosystem restoration plans and construction bid documents that focus on “on-the-ground” work for the Hawken and Peavine (aka Verdi Complex) Fire Restoration projects; and if approved, authorize Chairman to execute Agreement. (Commission Districts 1 and 5)”

Please see the combined discussion above for Agenda Items 25, 26 and 27.

There was no public comment on this item.

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

09-1198 AGENDA ITEM 26 – REGIONAL PARKS AND OPEN SPACE

Agenda Subject: “Recommendation to approve Agreement between the County of Washoe and Resource Concepts, Inc. [\$166,900 - funded by the American Recovery and Reinvestment Act 2009] to provide planning/design services for wildland fire ecosystem restoration plans and construction bid documents that focus on “on-the-ground” work for the Arrowcreek, Skinner (aka East Lake) and Gooseberry (aka Red Rock) Fire Restoration projects; and if approved, authorize Chairman to execute Agreement. (Commission Districts 2 and 5)”

Please see the combined discussion above for Agenda Items 25, 26 and 27.

There was no public comment on this item.

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

09-1199 AGENDA ITEM 27 – REGIONAL PARKS AND OPEN SPACE

Agenda Subject: “Recommendation to approve Agreement between the County of Washoe and JBR Environmental Consulting [\$81,143 – funded by the American Recovery and Reinvestment Act of 2009] to provide planning/design services for wildland fire ecosystem restoration plans and construction bid documents that focus on “on-the-ground” work for the Belli and Martis Fire Restoration projects; and if approved, authorize Chairman to execute Agreement. (Commission Districts 1 and 5)”

Please see the combined discussion above for Agenda Items 25, 26 and 27.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Larkin, which motion duly carried with Commissioner Breternitz and Chairman Humke absent, it was ordered that Agenda Item 27 be approved, authorized and executed.

09-1200 AGENDA ITEM 32 – MANAGER’S OFFICE

Agenda Subject: “Discussion regarding Washoe County’s ability to become a purveyor of electrical energy and possible direction to staff (requested by Commissioner Jung). (All Commission Districts)”

John Berkich, Assistant County Manager, explained the Agenda Item got its start when Commissioner Jung attended a public hearing about the Virginia Peak wind project and subsequently raised the question as to whether or not the County had the authority to develop its own alternative energy resources. He stated such projects would explore and develop the State’s vast resources of alternative energy, and would be consistent with the Board’s direction, the State’s strategic priorities, and national priorities under the American Reinvestment and Recovery Act (ARRA) of 2009. He pointed out the local governments controlled significant land holdings throughout the State, and 85 to 87 percent of the State was controlled by the Bureau of Land Management (BLM) or the U.S. Forest Service (USFS). He noted local governments had a unique ability to secure such lands under no-cost leases and eventually through transfers from the federal government.

Mr. Berkich indicated NRS 710.160 authorized the County to get into the business of producing, generating and distributing electricity after a petition by two-thirds of the County’s voters. He said the legal footing was confirmed during a conference call with the staff of the Public Utilities Commission and was also confirmed by the District Attorney’s Office. Meetings were held with representatives of Nevada Energy to discuss the idea of the County providing energy to its own facilities or feeding it back through the grid, as well as the value of strategic partnerships with Nevada Energy and with developers. He observed the County could facilitate bonds through its lease ability.

Mr. Berkich requested the Board’s direction about where to take the idea. He suggested staff could look to see what other jurisdictions were doing. He emphasized the big issue would be to determine whether or not the taxpayers had any interest. He acknowledged that a petition would be a costly endeavor. He stated the County could simply continue to facilitate the private development of alternative energy projects if the Commission had no interest in pursuing the idea of becoming a purveyor.

4:08 p.m. Commissioner Breternitz returned to the meeting.

Commissioner Jung asked if the County could use existing transmission lines and whether it would have to pay for such use. Linda Bissett of Nevada Energy replied there was a cost. She indicated capacity was another hurdle that would have to be overcome. She said a competitive RFP process was required if the County wished to use Nevada Energy's systems and have them purchase power generated by the County.

Commissioner Jung clarified she was not looking to become a competitor with Nevada Energy but wanted to become a partner and to make sure County buildings were able to generate their own energy. She indicated it was her understanding that excess power could be sold back to the power company at a negotiated rate. She pointed out that would increase the federally-mandated portfolio of alternative energy provided by Nevada Energy. She commented the County obviously did not have a lot of money to invest in the near future but it was something to keep on the horizon and to make the public aware of. She noted it would lessen the burden on the taxpayers. Although things were getting leaner and meaner in a bottom-line economy, she commented there might be a philosophical point that it was the right thing to do, even if there was only a 1 percent return on investment.

Commissioner Larkin remarked it was an excellent policy question as to whether or not local government should be energy sustainable or should continue to draw off the grid. He said partnership with Nevada Energy was good but competition was better. He stated local government should not be in competition but should stimulate the environment where competition would occur. He stated staff should move forward if it meant the County could cause some capital investment into green energy creation. He suggested staff investigate the parameters for moving forward with some kind of cogeneration and for stimulating entrepreneurs to provide alternative energy.

4:14 p.m. Chairman Humke returned to the meeting.

Commissioner Breternitz said he had a tough time justifying green energy at all costs. He stated a balance had to be found and it was up to the Commission to determine where the target was from a policy standpoint. He indicated he could support a policy request if the return on investment made sense. Commissioner Larkin agreed.

Vice Chair Weber recalled a project in Gerlach that involved an elementary school working with the Black Rock Foundation on some type of solar panel project. She said it would be great to look at such projects and explore the use of different alternatives.

Ms. Bissett identified two different scenarios. If the County provided power to its own buildings, any excess power would be credited toward the County's bill and Nevada Energy would not buy the excess back. She noted the other scenario was based on a large scale energy generation project from which Nevada Energy could buy power.

Commissioner Jung wondered whether the County was able to sublet a no-cost lease on BLM land to a third party. County Manager Katy Simon said staff would consult the Recreation and Public Purposes Lease provisions but she suspected it would not be allowable in a for-profit enterprise.

Ms. Bissett commented that Nevada Energy could not support any type of initiative that resulted in competition for its customers.

Vice Chair Weber noted the Board had given good staff direction and wanted to see the issue brought back. Ms. Simon requested clarification as to whether a review of policy parameters would include revisiting the County's overall energy strategy. Vice Chair Weber and Commissioner Jung agreed the discussion should include both items. Commissioner Larkin said he was not sure if he was prepared to go down that track but the whole thing should be brought back for discussion.

4:18 p.m. Chairman Humke took back the gavel.

09-1201 AGENDA ITEM 33

Agenda Subject: "Recommendation to appoint a Washoe County Commissioner to the Truckee Meadows Water Authority Board with a term to run January 1, 2010 through December 31, 2011. (All Commission Districts)"

Katy Simon, County Manager, stated the appointment was for a seventh member in a rotational seat. She indicated it could become a permanent seat for a Washoe County representative under the new Joint Powers Agreement.

Commissioner Breternitz said he was interested in the appointment.

Commissioner Jung indicated she would be proud to send Commissioner Breternitz to serve on the Truckee Meadows Water Authority (TMWA) Board of Directors. She commented a steady hand and a keen eye was required during the merger between the Washoe County Department of Water Resources and the TMWA.

On motion by Commissioner Jung, seconded by Vice Chair Weber, which motion duly carried, it was ordered that Commissioner Breternitz be appointed to the Truckee Meadows Water Authority Board with a term to run January 1, 2010 through December 31, 2011.

09-1202 AGENDA ITEM 38 – CLOSED SESSION

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

4:21 p.m. On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried, the Board recessed to a closed session to be held at

5:00 p.m. for the purpose of discussing negotiations with employee organizations per NRS 288.220.

6:03 p.m. The Board reconvened in open session with all members present.

09-1203 AGENDA ITEM 35 – COMMUNITY DEVELOPMENT

Agenda Subject: “Second reading and adoption of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Amendment of Conditions Case Number AC09-002 to extend Development Agreement Case No. DA07-002 for Tentative Subdivision Map Case Number TM05-016 for Harris Ranch as previously approved by the Washoe County Planning Commission, the purpose of the agreement being to extend map approval until December 7, 2011 with a possible second extension until December 7, 2013 (Bill No. 1604); and if adopted, authorize the Chairman to execute the Amended and Restated Agreement between the County of Washoe and Spanish Springs Associates Limited Partnership. (Commission District 4)”

6:03 p.m. Chairman Humke opened the public hearing.

Chief Deputy Clerk Nancy Parent read the title for Ordinance No. 1424, Bill No.1604.

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 Ordinance No. 1424, Bill No. 1604, entitled, "AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING AMENDMENT OF CONDITIONS CASE NUMBER AC09-002 TO EXTEND DEVELOPMENT AGREEMENT CASE NO. DA07-002 FOR TENTATIVE SUBDIVISION MAP CASE NUMBER TM05-016 FOR HARRIS RANCH AS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION, THE PURPOSE OF THE AGREEMENT BEING TO EXTEND MAP APPROVAL UNTIL DECEMBER 7, 2011 WITH A POSSIBLE SECOND EXTENSION UNTIL DECEMBER 7, 2013" be approved, adopted and published in accordance with NRS 244.100. The Chairman was authorized to execute the Amended and Restated Agreement between the County of Washoe and Spanish Springs Associates Limited Partnership.

09-1204 AGENDA ITEM 36 – COMMUNITY DEVELOPMENT

Agenda Subject: “Appeal Case No. AX09-007: Appeal of the Board of Adjustment’s Action denying Variance Case No. VA09-005 (Shauna Olsen-Tone). (Commission District 2)

To conduct a public hearing in accordance with applicable law, including Article 804 of the Washoe County Development Code, to review the record and any additional information received by the Board of County Commissioners in the hearing of this appeal, and either affirm the Board of Adjustment's denial of the variance, or to concur with the appellant and overturn the Board of Adjustment's decision, subsequently approving the project. The project is located at 4000 Odile Court, and is situated on the northeast corner of Odile Court and Lamay Lane, approximately 410 feet west of Fairview Road. The +1.126 acre parcel is designated Low Density Suburban (LDS) in the Southwest Truckee Meadows Area Plan, and is situated in a portion of Sections 11 and 12, T18N, R19E, MDM, Washoe County, Nevada. The property is located in Southwest Truckee Meadows Citizen Advisory Board boundaries. (APN 040-491-43)"

6:06 p.m. Chairman Humke opened the public hearing.

Jeremy Lewis of MB Lewis Construction provided several photographs and sketches, which were placed on file with the Clerk. He explained the variance application was to allow the building of a 24 x 52 foot detached accessory building on property on Odile Court. He stated the building would enclose some existing trailers and cars currently parked in the area and would also alleviate storage issues. He described some of the lot's features, the building envelope, and the limitations posed by topography, setbacks, and the presence of the Steamboat Ditch adjacent to the east side of the property. Mr. Lewis pointed out the staff and the neighbors agreed there would be no negative impacts if the building was approved. He noted a petition had been signed by the neighbors saying they would like to see the building approved so the trailers and equipment could be stored inside. He read the legal standard that had been provided to the Board of Adjustment (BOA). He suggested the lot's shape and topography, as well as the location of the Steamboat Ditch, all qualified the applicant for the variance according to the legal standard.

There was no response to the call for public comment.

Chairman Humke passed around 26 photographs he had taken of the property, which were placed on file with the Clerk. He stated denial of the variance was unfair and he recommended approval of the appeal and granting of the variance. He noted the Citizen Advisory Board approved the building subject to the applicant's consultation with the neighbors. He indicated he had spoken with some of the neighbors, who signed a petition in support of the variance. He noted the BOA issued a technical denial. One individual opposed the variance at the BOA hearing, although he stated he did not object to the garage but preferred to see it closer to the flat part of the lot close to the ditch.

On motion by Chairman Humke, seconded by Commissioner Larkin, which motion duly carried on a 4-1 vote with Commissioner Breternitz voting "no," it was ordered that the appeal be approved, the Board of Adjustment's denial of Variance Case No. VA09-005 be overturned, and the proposed variance be approved based on the following findings:

1. Special Circumstances. Because of the special circumstances applicable to the property, including topographic conditions which present an extraordinary and exceptional circumstance of the property; the strict application of the regulation results in an exceptional and undue hardship upon the owner of the property;
2. No Detriment. The relief will not create a substantial detriment to the public good, substantially impair affected natural resources or impair the intent and purpose of the Development Code or applicable policies under which the variance is granted;
3. No Special Privileges. The granting of the variance will not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and the identical regulatory zones in which the property is situated;
4. Use Authorized. The variance will not authorize a use or activity which is not otherwise expressly authorized by the regulation governing the parcel of property; and
5. Effect on a Military Installation. The variance would not have a detrimental effect on the location, purpose and mission of the military installation.

09-1205 AGENDA ITEM 37 – REPORTS AND UPDATES

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

Chairman Humke declared a moment of silence to remember those who were recently wounded or killed during a shooting incident at Fort Hood, Texas.

COMMUNICATIONS AND REPORTS

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

COMMUNICATIONS:

- 09-1206** Grant agreement adjustment for enforcing underage drinking laws, between Join Together of Northern Nevada and the Washoe County Sheriff's Office, for the project period June 1, 2008 through July 31, 2009.
- 09-1207** Local Emergency Planning Committee Grant Program Contract between Washoe County and the Reno Sparks Indian Colony, on behalf of the Hungry Valley Volunteer Fire Department, dated June 2, 2009. (BCC Meeting 05/26/2009, Agenda Item 6G, 09-545)
- 09-1208** Local Emergency Planning Committee Grant Program Contract between Washoe County and the North Lake Tahoe Fire Protection District, dated June 6, 2009. (BCC Meeting 05/26/2009, Agenda Item 6G, 09-545)
- 09-1209** Local Emergency Planning Committee Grant Program Contract between Washoe County and the Washoe County Health District, dated June 25, 2009. (BCC Meeting 05/26/2009, Agenda Item 6G, 09-545)
- 09-1210** Local Emergency Planning Committee Grant Program Contract between Washoe County and the Sparks Fire Department, dated July 13, 2009. (BCC Meeting 05/26/2009, Agenda Item 6G, 09-545)
- 09-1211** Local Emergency Planning Committee Grant Program Contract between Washoe County and the Regional Hazmat Response Team (TRIAD), by its fiscal agent, the City of Reno, on behalf of the Reno Fire Department, dated August 19, 2009. (BCC Meeting 05/26/2009, Agenda Item 6G, 09-545)
- 09-1212** Local Emergency Planning Committee Grant Program Contract between Washoe County and the City of Reno, on behalf of the Reno Police Department, dated August 19, 2009. (BCC Meeting 05/26/2009, Agenda Item 6G, 09-545)
- 09-1213** Local Emergency Planning Committee Grant Program Contract between Washoe County and the Washoe County Sheriff's Office, dated August 13, 2009. (BCC Meeting 05/26/2009, Agenda Item 6G, 09-545; and 08/11/2009, Agenda Item 6B, 09-803)
- 09-1214** Local Emergency Planning Committee Grant Program Contract between Washoe County and the American Red Cross, Northern Nevada Chapter, dated August 13, 2009. (BCC Meeting 05/26/2009, Agenda Item 6G, 09-545; and 08/11/2009, Agenda Item 6B, 09-803)
- 09-1215** Local Emergency Planning Committee Grant Program Contract between Washoe County and the North Lake Tahoe Fire Protection District, dated

August 22, 2009. (BCC Meeting 05/26/2009, Agenda Item 6G, 09-545; and 08/11/2009, Agenda Item 6B, 09-803)

- 09-1216** Local Emergency Planning Committee Grant Program Contract between Washoe County and the Regional Emergency Medical Services Authority (REMSA), dated August 28, 2009. (BCC Meeting 05/26/2009, Agenda Item 6G, 09-545; and 08/11/2009, Agenda Item 6B, 09-803)
- 09-1217** Local Emergency Planning Committee Grant Program Contract between Washoe County and the City of Reno, on behalf of the Reno Fire Department, dated September 9, 2009. (BCC Meeting 05/26/2009, Agenda Item 6G, 09-545; and 08/11/2009, Agenda Item 6B, 09-803)
- 09-1218** Local Emergency Planning Committee Grant Program Contract between Washoe County and the Reno Police Department, dated September 23, 2009. (BCC Meeting 05/26/2009, Agenda Item 6G, 09-545; and 08/11/2009, Agenda Item 6B, 09-803)

REPORTS – MONTHLY

- 09-1219** Clerk of the Court, Report of Fee Collections for the month ending September 30, 2009.

REPORTS – QUARTERLY

- 09-1220** Clerk of the Court, Quarterly Financial Statement for the quarter ending September 30, 2009.
- 09-1221** County Clerk's Quarterly Financial Statement for the quarter ending September 30, 2009.
- 09-1222** Grand View Terrace General Improvement District, Financial Statements and Compilation report for the quarter ending September 30, 2009.
- 09-1223** Office of the Constable, Incline Village and Crystal Bay Township, Quarterly Report of Revenues Received for the quarter ending September 30, 2009.
- 09-1224** Sparks Justice Court, Quarterly Report of Revenues Received for the quarter ending September 30, 2009.
- 09-1225** Washoe County Sheriff's Office, Quarterly Report of Civil Fees and Commissions for the quarter ending September 30, 2009.

09-1226

REPORTS – ANNUAL

- A. City of Reno, 2009/10 Budget-In-Brief.
- B. City of Reno, 2009/10 Adopted Budget.
- C. City of Reno, 2009/10 Budgeted Capital Improvement Plan and 20-Year Capital Improvement Plan.

* * * * *

6:24 p.m. There being no further business to discuss, Chairman Humke adjourned the meeting.

DAVID E. HUMKE, Chairman
Washoe County Commission

ATTEST:

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

*Minutes Prepared by
Lisa McNeill, Deputy County Clerk*

Resolution of Appreciation

WHEREAS, The Nevada Humane Society is committed to creating a humane and sustainable community for all animals and humans; and

WHEREAS, The Nevada Humane Society tirelessly provides support, education and assistance to animals and the people who care for animals; and

WHEREAS, The Nevada Humane Society outreached to the rural area of Gerlach and Empire, Nevada to conduct a free spay and neuter clinic for felines on November 7 and 8, 2009; and

WHEREAS, The Nevada Humane Society will continue to celebrate animals and confront cruelty; now, therefore, be it

RESOLVED, That the Washoe County Commission recognizes the contributions the Nevada Humane Society has made to animals and citizens in Washoe County and, most recently, the Gerlach/Empire communities

ADOPTED, This 10th day of November, 2009.



A handwritten signature in black ink, reading "David E. Humke".

David E. Humke, Chairman
Washoe County Commission

09-1160

PROCLAMATION

WHEREAS, Washoe County celebrates the care given to elderly by their families, neighbors and friends; and

WHEREAS, November has been designated National Family Caregivers Month to thank, support, educate and empower family caregivers; and

WHEREAS, Family caregivers provide more than 80% of all homecare services for the elderly which allows them to remain at home, in familiar surroundings with the most important people in their lives; and

WHEREAS, Collectively it is believed that these individuals contribute \$306 billion annually to the nation's health care system, significantly reducing costs to Medicare, Medicaid, and private payers; and

WHEREAS, The need for family caregivers will increase in the years ahead because of the rapid increase in the number of Washoe County elders; and

WHEREAS, Two-thirds of all caregivers are employed in addition to providing care to a relative; and

WHEREAS, Caregivers provide quality loving care despite substantial stresses and burdens as a consequence of care giving duties for the frail, elderly and disabled; and

WHEREAS, Caregivers perform a critical and unrecognized role in preventing health care errors by being active, involved and informed in the medical services their relatives receive; and

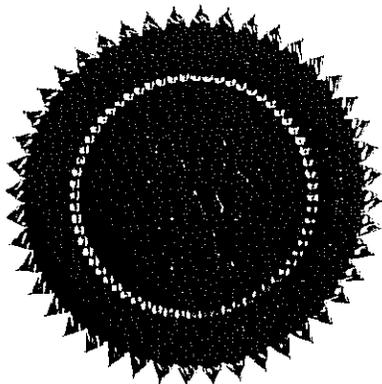
WHEREAS, We recognize the many agencies that support caregivers including the Nevada Division for Aging Services, Washoe County Alzheimer's Association, Nevada Caregivers Support Group, the Continuum, Inc., Angel Associates, Platinum Adult Day Care, Share the Day and others; and

WHEREAS, The Nevada Caregiver Coalition is a valuable resource in our community which recognizes, advocates and offers caregiver training to all caregivers; and

WHEREAS, Washoe County Senior Services, as part of its mission, provides caregivers with information, training and guidance in providing care, and with social and health services that assist with care giving including DayBreak Adult Day Services; now, therefore, be it

PROCLAIMED, By the Washoe County Board of Commissioners that November 2009 is designated as **NATIONAL FAMILY CAREGIVERS MONTH.**

ADOPTED this 10th day of November, 2009.



David E. Humke, Chairman
Washoe County Commission

09-1161

Clerk

RESOLUTION OF APPRECIATION TRUCKEE MEADOWS TRAILS GUIDE

WHEREAS, Life in Northern Nevada is all about enjoying the outdoors, because this is a region where the air is healthy, the scenery spectacular, and every path leads to a different adventure; and

WHEREAS, For decades, local government agencies and community groups have enhanced the quality of life throughout the Truckee Meadows by developing popular trail systems for residents and visitors to use and enjoy; and

WHEREAS, It is easy to understand that the most frequently asked question of parks departments in Reno, Sparks and Washoe County is, "where are the trails?"; and

WHEREAS, In response to that question, Washoe County and the Cities of Reno and Sparks have pooled their resources and information to create a new 64-page color guide highlighting 68 public trails in and around the Truckee Meadows; and

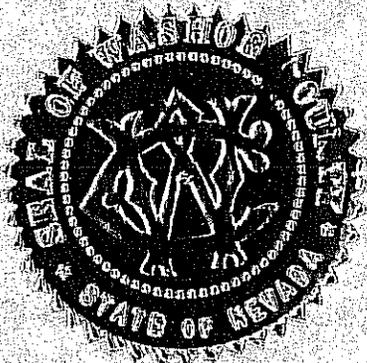
WHEREAS, Major funding for the project came from a series of Federal Highway Administration Recreational Trails Program grants along with generous support from Reno-Sparks Convention and Visitors Authority, Scheels, and Saint Mary's Regional Medical Center; now therefore, be it

RESOLVED, That the Washoe County Board of Commissioners acknowledges the commitment of staff from Washoe County, City of Reno, and City of Sparks to provide residents and visitors with a comprehensive trail guide for the Truckee Meadows and vicinity and further expresses appreciation to the Nevada State Recreational Trails Advisory Committee, Reno-Sparks Convention and Visitors Authority, Scheels and Saint Mary's Regional Medical Center for their support of this guide, and for their dedication to enhancing the quality of life in Washoe County.

ADOPTED this 10th day of November, 2009



David E. Humke, Chairman
Washoe County Commission



09-11-09

AMENDED INTERLOCAL AGREEMENT

This Interlocal Agreement is made by and between the County of Washoe, a political subdivision of the State of Nevada, by and through the Department of Juvenile Services, hereinafter referred to as "Department" and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada Reno, Department of Biology, hereinafter referred to as "Agency."

WITNESSETH

WHEREAS, the parties are both public agencies as described in NRS Chapter 277 and are empowered to enter into interlocal agreements for any governmental service, activity or undertaking which any of the parties entering into the agreement is authorized to perform;

WHEREAS, the Department has established a program whereby certain juvenile offenders can perform community service through a work program to remove litter and weeds.

WHEREAS, the Agency would benefit from the services of the Department in removing litter and weeds.

WHEREAS, the Department and the Agency mutually desire to enter into an interlocal agreement for these purposes;

NOW, THEREFORE, the parties agree as follows:

1. The Department agrees to provide available work crews to perform litter removal, landscaping, and general cleanup at the request of the Agency. The Department agrees to provide equipment to be used by the work crew for weed and litter removal. The weeds and litter removed will be placed in bags by those persons performing the services and the bags will be placed in suitable locations for pickup by Agency personnel.
2. The above-described services will be performed upon the written request of the Agency, however, the date and time the services will be performed at the discretion of the Department based upon available work crews.
3. The Agency will designate the location where work is to be performed, subject to the approval by the Department. The Department reserves the right to refuse to work in any location.
4. The Department shall provide for transportation of the work crews and any necessary supervisors as well as the equipment to be used by the work crews for litter and weed removal. The Agency shall be responsible for transportation of equipment and persons necessary to perform those functions that are the responsibility of the Agency.
5. The Agency agrees to conduct a hazard assessment of each work site and provide its findings to the Department prior to requesting the Department to work in that location.
6. The Agency will pay the Department, as compensation for the expenses incurred in providing the necessary supervision to the work crews, a sum of One Hundred Fifty Dollars (\$150.00) per day for each supervisor that is required. The Department will notify the Agency in advance of performing the services how many supervisors will be necessary to perform the services. Any costs associated with the Department's performance of the services will be

09-1171

included in the above-described compensation unless otherwise agreed upon in writing. Payment by the Agency will be made promptly upon receipt of billing statements. The Department will send billing statements bi-monthly. In the case of a compensation increase, the "Agency" will be notified in writing. If both parties agree to the new compensation amount, this contract will remain in full force and effect and will not have to be re approved by the Board of County Commissioners. In the event that the governing body appropriating funds for Agency fails to obligate the funds necessary to make the payments beyond Agency's then current fiscal period, this Agreement shall be terminated without penalty, charge or sanction.

7. The Department will be responsible for the conduct and actions of its employees, agents and persons the Department has a duty to direct and control. The Department, to the extent permitted by law, agrees to indemnify, defend and hold harmless the Agency, its employees or agents from any claim, loss or lawsuit arising out of the performance of this Agreement resulting from the negligent or intentional acts or omissions of the Department, its employees, agents or persons the Department has a duty to direct and control unless such claim is based, in whole or in part, on any act or omission of the Agency or its employees or agents, and subject to the waiver provision of paragraph 12 of this Agreement. In the event of a claim or lawsuit against the Agency arising out of the acts or omissions of the Department, its employees agents or persons whom the Department has a duty to direct and control, the Department shall defend or resolve the claim at no expense to the Agency, or if the Department is unable to defend the Agency, the Department shall reimburse the Agency, its officers, employees and agents in defending such action at its conclusion should it be determined that the basis for the action was in fact the negligent or intentional acts or omissions of the Department, its employees, agents or persons whom the Department has a duty to direct and control.

8. The Agency acknowledges that some damage to its property may occur during the performance of the services under this Agreement, therefore, the Agency waives any claim for damage to its property as a result of the performance of such services by the Department, its employees, agents or persons the Department has a duty to direct and control unless the damage is caused by the intentional or willful acts by the Department, its employees, agents or persons whom the Department has a duty to direct and control.

9. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the Agency shall indemnify, defend, and hold harmless the Department, its employees, agents, and persons the Department has a duty to direct and control from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the Agency or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. The Agency will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. The Agency's indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

10. Either party may terminate this Agreement with or without cause by giving the other party written notice of the intent to terminate. The notice must specify the date upon which the termination will be effective, which date may not be less than 30 calendar days from the date of mailing of the notice.

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

09-1171

DEPARTMENT:

Washoe County Department of Juvenile Services
P.O. Box 11130
Reno, Nevada 89520

AGENCY:

Board of Regents of the Nevada System
Of Higher Education on behalf of the
University of Nevada Reno
Department of Biology
Facilities Manager
Mail Stop / 314
Reno, Nevada, 89557

12. This Agreement shall be governed, interpreted and construed in accordance with the laws of Nevada. If any provision of this Agreement shall be held or declared to be void or illegal for any reason, all other provisions of the agreement, which can be given effect without such void or illegal provision, shall remain in full force and effect.

13. This agreement may not be assigned or amended without the ^{written} consent of the governing boards of the parties.

14. This Agreement shall be in effect for a period of one-year beginning _____ This Agreement will be automatically renewed for additional one-year periods unless either party notifies the other that it wishes to terminate the contract.

WASHOE COUNTY

Dated: 11/10/09

By: David E. Humke
David E. Humke, Chairman
Washoe County Commission

ATTEST:

Amy Hawley
Washoe County Clerk

Board of Regents of the Nevada System
of Higher Education on behalf of the
University of Nevada Reno
Department of Biology

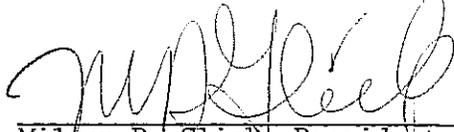
By: Daniel J. Klaich
Daniel J. Klaich, Chancellor

Date: 10/08/09

09-11-09

Recommended by:

Dean, University of Nevada, Reno



Milton D. Glick, President
University of Nevada, Reno

Date: _____

Date: 10/1/09

69-1171

ORIGINAL

INTERLOCAL COOPERATIVE AGREEMENT

This Agreement is made and executed this ___ day of _____, 2009, by and between the Board of Commissioners of Washoe County, Nevada, hereinafter referred to as County, the City Council of Reno, Nevada, hereinafter referred to as Reno, the City Council of Sparks, Nevada, hereinafter referred to as Sparks, and the Regional Transportation Commission, County of Washoe, State of Nevada, hereinafter referred to as RTC.

WITNESETH:

WHEREAS, on September 18, 2009 the RTC approved the FY 2010/2011 Sales Tax Street and Highway Program of Projects, the FY 2010/2011 Fuel Tax Street and Highway Program of Projects, and an amendment to the FY 2010/2011 Program of Projects for Regional Road Impact Fee (RRIF) which among the work contained therein were the following:

FUEL TAX PROJECTS:

PROJECT:

TERMINI:

Ampere Drive	Cul-de-sac to Edison
Barron Way & Louie Lane	Longley to Louis to Longley
Bluestone Drive	Portman to Autumn Hills
Bravo Avenue	Mt. Limbo to Ramsey
Brinkby Avenue	Plumas to Virginia
Brookside Way	Rock to cul-de-sac
Coliseum Way and Yori Avenue	Peckham to Gentry
Crane Way	18 th St. to cul-de-sac
Crummer Lane/Green Acres Drive/Huffaker Place	Cul-de-sac to S. Virginia
East Glendale Avenue	McCarran to RR Xing
East Lincoln Way	Stanford to Howard
Edison Way	Mill to Rock
Energy Way	Rock to Edison
Equity Avenue	Corporate to McCarran

09-1172

	<u>PROJECT:</u>	<u>TERMINI:</u>
1		
2	Evans Avenue	Jodi to Enterprise
3	Fifth Street	Keystone to Ralston & Center to Record
4	First Street	Keystone to Arlington
5	Frazer Avenue	21 st St. to cul-de-sac
6	Gould Street	200' North of Mill to 2 nd St.
7	Grove Street	Kietzke to Harvard
8	Highland Avenue	Evans to Valley
9	Hymer Avenue	Rock to east cul-de-sac
10	International Place & Icehouse Avenue	Glendale to cul-de-sac
11	Intersection Corrective Maintenance	Various Intersection Approaches
12	Joule Street	Rock to cul-de-sac & cul-de-sac to Edison
13	Kuenzli Street & Sunshine Lane	Kietzke to Sunshine & 2 nd St. to cul-de-sac
14	Lakeside Drive	McCarran to Moana
15	Larkin Circle & Madison Avenue	Greg Street to Greg Street
16	Lewis Street	Maine to Golden
17	Linda Way	Coney Island to Glendale
18	Linden Street	Wrondele to Harvard
19	Loop Road & Salomon Circle	Vista to end of pavement/cul-de-sac
20	Lymberry Street	Moana to Brinkby
21	Mae Anne Avenue	Sharlands to Avenida De Landa
22	Manzanita Lane	Plumas to Lakeside
23	Marietta Way	Greg to end of pavement
24	Mayberry Drive	McCarran to California
25	Mira Loma Drive	Air Center to Longley
26	Mount Rose Street	Arlington to Plumas
27	Neil Road, Gentry Way & Terminal Way	Moana to Plumb
28	North Virginia Street	4 th St. to 6 th St. & Maple to 8 th St.

89-1172

<u>PROJECT:</u>	<u>TERMINI:</u>
Offenhauser Drive	Gateway to Portman
Pacific Avenue	21 st St .to 19 th St.
Parr Boulevard	N. Virginia to US 395
Parr Circle & Catron Drive	Parr to Parr
Patriot Boulevard	S. Virginia to Longley
Pittman Avenue	18 th St. to cul-de-sac
Portman Avenue	Patriot to Offenhauser
Prosperity Street	Kietzke to Golden
Ralston Street	2 nd St. to 4 th St.
Reactor Way	Rock to cul-de-sac & cul-de-sac to Energy
Ridgeview Drive	Plumas to Lakeside
Rock Boulevard	Glendale to Hymer
Security Circle	N. Virginia to N. Virginia
Shaber Avenue	18 th St. to 15 th St
Silver Lake Road	1000' East of Stead to Sky Vista
Snider Way	Stanford to Steneri
Southern Way	Greg to Freeport
South 15 th Street	Glendale to Hymer
South 16 th Street	Glendale to Hymer
South 18 th Street	Glendale to Crane
South 19 th Street	Pittman to Pacific
South 21 st Street	Greg to Pacific
Spice Islands Drive	Greg to Franklin
State Street	Virginia to Lake
Tanberg Drive	7 th St. to Mineral
Taylor Street	Virginia to Center, Holcomb to Wells, Kirman to
	Kietzke

09-1192

PROJECT:

TERMINI:

United Circle

Spice Islands to Spice Islands

Washington Street

6th St. to 7th St. (Bridge Deck & Approaches)

York Way

18th St. to 4th St.

Washoe Co. Index Fuel Tax Prev. Maint. Program

Various Roads

Plan Line, Alignment, Other Technical Studies

Various Locations

Intersection Corrective Maintenance

Various Intersection Approaches

FY10/11 Regional Road Preventive Maintenance

Region Wide

Program

SALES TAX PROJECTS:

PROJECT:

TERMINI:

FY10/11 Regional Road Preventive Maintenance Program

Region Wide

REGIONAL ROAD IMPACT FEE PROJECTS:

PROJECT:

TERMINI:

South Benefit District:

Veterans Pkwy. Intersection/Widening

Geiger Grade to Rio Wrangler

Geiger Grade Re-Alignment

Equestrian/Toll to S. Virginia

Southeast Connector

Permitting/Preliminary Engineering

All Districts:

Bicycle Pedestrian Improvements 1 (09/10)

Area Wide

Bicycle Pedestrian Improvements 2 (10/11)

Area Wide

Camera Installations 1 (09/10)

Area Wide

T/E Spot Intersection Improvements 1 (09/10)

Area Wide

T/E Spot Intersection Improvements 2 (10/11)

Area Wide

Traffic Signal Timing 3 (09/10)

Area Wide

Traffic Signal Timing 4 (10/11)

Area Wide

09-11-02

1 **PROJECT:**

TERMINI:

2 **System Corridor/Intersection Studies:**

3 Future Corridor Studies	To be determined
4 Future Intersection Studies	To be determined

5
6 which will require pavement maintenance, rehabilitation, reconstruction, new construction or
7 engineering and environmental analysis and may require eminent domain proceedings; the
8 foregoing are all hereinafter referred to as "Project(s)"; and

9 **WHEREAS**, pursuant to the requirements of NRS 373.140, NRS 377A.080 and the Regional
10 Road Impact Fee (RRIF) Program, the County, Reno, Sparks, and RTC desire by this Agreement
11 to authorize the Project(s) and to set forth each entity's respective responsibilities.

12 **NOW, THEREFORE**, pursuant to the provisions of NRS 373.140, NRS 377A.080 and
13 the Regional Road Impact Fee (RRIF) Program, and in consideration of the mutual promises
14 contained herein and for other good and valuable consideration, it is hereby agreed by and
15 between the parties hereto as follows:

16 **RTC AGREES**

17 1. To provide all required services, including but not limited to design,
18 environmental assessments and studies, surveying, construction engineering, construction
19 management and quality assurance inspection, utilizing RTC staff and/or qualified consultants.

20 2. To obtain appraisal reports for any property being considered as necessary for the
21 implementation of the Project(s) and, if prudent, future expansions of the Project(s) identified
22 within the Regional Transportation Plan and conduct preliminary negotiations with the owners in
23 an effort to arrive at a mutually agreeable purchase price.

24 3. To consider appraisal values and the status of negotiations for the properties
25 deemed necessary for the "Project(s)" and, where the prospect of reaching a mutually agreeable
26 purchase price appears unlikely, to recommend to the RTC Commission that it consider the
27 adoption of a "Resolution of Condemnation" finding that particular properties are necessary to
28 the success of the public "Projects" and to authorize legal counsel to seek acquisition through
eminent domain proceedings.

09-11-02

1 4. To coordinate all activities related to Project advertising, receive and review
2 construction bids, and enter into a contract with the contractor submitting the lowest responsive
3 and responsible bid.

4 5. To maintain necessary files on the Project.

5 6. To pay all authorized Project costs from the Regional Street and Highway Fund,
6 the Regional Road Impact Fee Fund, or the Transportation Sales Tax Fund. Payments for
7 construction or engineering services will be paid to the contractor or consultant upon receipt of a
8 claim or claims which have been certified as a true and correct account of the expenses incurred
9 as a result of or in conjunction with the provisions of a contract entered into as a result of this
10 Agreement. All submitted claims will have supporting documents attached which substantiate
11 the basis of the claim. Such claim or claims shall be reviewed and approved in accordance with
12 the policies and procedures of the RTC.

13 7. To not permit the payment of non-reimbursable or non-payable items established
14 by the policies and procedures of the RTC unless expressly provided herein. The amount
15 reimbursable or payable under this Agreement is estimated as follows:
16

17 **FUEL TAX PROJECTS:**

18 <u>PROJECT</u>	19 <u>TERMINI</u>	20 <u>EST. TOTAL COST</u>
21 Ampere Drive	Cul-de-sac to Edison	\$798,593
22 Barron Way & Louie Lane	Longley to Louis to Longley	\$1,008,153
23 Bluestone Drive	Portman to Autumn Hills	\$864,060
24 Bravo Avenue	Mt. Limbo to Ramsey	\$1,274,713
25 Brinkby Avenue	Plumas to Virginia	\$1,383,662
26 Brookside Way	Rock to cul-de-sac	\$232,531
27 Coliseum Way & Yori Avenue	Peckham to Gentry	\$1,082,664
28 Crane Way	18 th St. to cul-de-sac	\$307,296
Crummer Lane/Green Acres Drive/Huffaker Place	Cul-de-sac to S. Virginia	\$613,092

09-11-02

1	<u>PROJECT</u>	<u>TERMINI</u>	<u>EST. TOTAL COST</u>
2	East Glendale Avenue	McCarran to RR Xing	\$2,586,012
3	East Lincoln Way	Stanford to Howard	\$1,234,675
4	Edison Way	Mill to Rock	\$1,392,567
5	Energy Way	Rock to Edison	\$1,089,732
6	Equity Avenue	Corporate to McCarran	\$731,512
7	Evans Avenue	Jodi to Enterprise	\$638,884
8	Fifth Street	Keystone to Ralston & Center to	\$828,975
9		Record	
10	First Street	Keystone to Arlington	\$1,312,714
11	Frazer Avenue	21 st St to cul-de-sac	\$459,340
12	Gould Street	200' North of Mill to 2 nd St.	\$233,947
13	Grove Street	Kietzke to Harvard	\$364,557
14	Highland Avenue	Evans to Valley	\$413,139
15	Hymer Avenue	Rock to east cul-de-sac	\$656,964
16	International Place & Icehouse	Glendale to cul-de-sac	\$667,340
17	Avenue		
18	Joule Street	Rock to cul-de-sac & cul-de-sac to	\$860,389
19		Edison	
20	Kuenzli Street & Sunshine Lane	Kietzke to Sunshine & 2 nd St. to	\$739,639
21		cul-de-sac	
22	Lakeside Drive	McCarran to Moana	\$2,706,201
23	Larkin Circle & Madison Avenue	Greg Street to Greg Street	\$2,093,876
24	Lewis Street	Maine to Golden	\$518,087
25	Linda Way	Coney Island to Glendale	\$1,094,808
26	Linden Street	Wrondel to Harvard	\$975,407
27	Loop Road & Salomon Circle	Vista to end of pavement/cul-de-sac	\$1,132,354
28	Lymberry Street	Moana to Brinkby	\$521,930

09-11-60

<u>PROJECT</u>	<u>TERMINI</u>	<u>EST. TOTAL COST</u>
1 Mae Anne Avenue	Sharlands to Avenida De Landa	\$1,425,306
2 Manzanita Lane	Plumas to Lakeside	\$741,491
3 Marietta Way	Greg to end of pavement	\$1,117,605
4 Mayberry Drive	McCarran to California	\$3,624,954
5 Mira Loma Drive	Air Center to Longley	\$386,694
6 Mount Rose Street	Arlington to Plumas	\$479,128
7 Neil Road, Gentry Way, & 8 Terminal Way	Moana to Plumb	\$1,795,631
9 North Virginia Street	4 th St. to 6 th St. & Maple to 8 th St.	\$714,879
10 Offenhauser Drive	Gateway to Portman	\$1,007,872
11 Pacific Avenue	21 st St. to 19 th St.	\$140,946
12 Parr Boulevard	N. Virginia to US 395	\$2,386,425
13 Parr Circle & Catron Drive	Parr to Parr	\$1,769,257
14 Patriot Boulevard	S. Virginia to Longley	\$909,992
15 Pittman Avenue	18 th St. to cul-de-sac	\$668,250
16 Portman Avenue	Patriot to Offenhauser	\$269,913
17 Prosperity Street	Kietzke to Golden	\$211,345
18 Ralston Street	2 nd St. to 4 th St.	\$946,230
19 Reactor Way	Rock to cul-de-sac & cul-de-sac to 20 Energy	\$826,610
21 Ridgeview Drive	Plumas to Lakeside	\$470,236
22 Rock Boulevard	Glendale to Hymer	\$823,284
23 Security Circle	N. Virginia to N. Virginia	\$1,332,777
24 Shaber Avenue	18 th St. to 15 th St.	\$511,434
25 Silver Lake Road	1000' East of Stead to Sky Vista	\$924,083
26 Snider Way	Stanford to Steneri	\$256,713
27 Southern Way	Greg to Freeport	\$519,090

B9-1192

<u>PROJECT</u>	<u>TERMINI</u>	<u>EST. TOTAL COST</u>
1 South 15 th Street	Glendale to Hymer	\$449,955
2 South 16 th Street	Glendale to Hymer	\$465,547
3 South 18 th Street	Glendale to Crane	\$641,025
4 South 19 th Street	Pittman to Pacific	\$277,200
5 South 21 st Street	Greg to Pacific	\$1,228,293
6 Spice Islands Drive	Greg to Franklin	\$4,236,894
7 State Street	Virginia to Lake	\$282,981
8 Tanberg Drive	7 th St. to Mineral	\$328,667
9 Taylor Street	Virginia to Center, Holcomb to	\$1,231,670
10	Wells, Kirman to Kietzke	
11 United Circle	Spice Islands to Spice Islands	\$628,828
12 Washington Street	6 th St. to 7 th St. (Bridge Deck &	\$262,350
13	Approaches)	
14 York Way	18 th St. to 4 th St.	\$1,404,882
15 Washoe Co. Index Fuel Tax Prev.	Various Roads	\$1,300,000
16 Maint. Program		
17 Plan Line, Alignment, Other	Various Locations	\$800,000
18 Technical Studies		
19 Intersection Corrective Maint.	Various Intersection Approaches	\$5,000,000
20 FY10/11 Regional Road	Region Wide	\$4,200,000
21 Preventive Maintenance Program		
22		
23		
24	FUEL TAX ESTIMATED TOTAL PROJECT COSTS:	\$77,816,250

SALES TAX PROJECTS:

<u>PROJECT</u>	<u>TERMINI</u>	<u>EST. TOTAL COST</u>
26 FY 10/11 Regional Road Preventive Maintenance Program	Region Wide	\$1,300,000

SALES TAX ESTIMATED TOTAL PROJECT COSTS: \$1,300,000

09-1102

REGIONAL ROAD IMPACT FEE PROJECTS:

<u>PROJECT</u>	<u>TERMINI</u>	<u>EST. TOTAL COST</u>
<u>South Benefit District:</u>		
Veterans Pkwy. Intersection/Widening	Geiger Grade to Rio Wrangler	\$8,200,000
Geiger Grade Re-Alignment	Equestrian/Toll to S. Virginia	\$11,800,000
Southeast Connector	Permitting/Preliminary Engineering	\$3,500,000
<u>All Benefit Districts:</u>		
Bicycle/Pedestrian Improv. 1 (10/11)	Area Wide	\$800,000
Bicycle/Pedestrian Improv. 2 (10/11)	Area Wide	\$1,200,000
Camera Installations 1 (09/10)	Area Wide	\$150,000
T/E Spot Intersection Improv. 1 (09/10)	Area Wide	\$1,500,000
T/E Spot Intersection Improv. 2 (10/11)	Area Wide	\$1,500,000
Traffic Signal Timing 3 (09/10)	Area Wide	\$500,000
Traffic Signal Timing 4 (10/11)	Area Wide	\$500,000
<u>System Corridor/Intersection Studies:</u>		
Future Corridor Studies	To be determined	\$300,000
Future Intersection Studies	To be determined	\$300,000

REGIONAL ROAD IMPACT FEE ESTIMATED TOTAL PROJECT COSTS: \$30,250,000

ESTIMATED GRAND TOTAL PROJECT COSTS: \$109,366,250

**THE CITY OF RENO, THE CITY OF SPARKS,
AND THE COUNTY OF WASHOE AGREE**

1. To cooperate with RTC and its consultants in all phases of the Project(s) located within their respective jurisdictions.

2. By this document, authorize the RTC's initiation of eminent domain proceedings within their respective jurisdictions to acquire the property identified by the RTC Board in a "Resolution of Condemnation" as necessary for construction and/or maintenance of the

09-1172

1 Project(s) and, if prudent, future expansions of the Project(s) identified by the Regional
2 Transportation Plan.

3 3. To assist the RTC in communicating with the public regarding the Project(s)
4 located within their respective jurisdictions.

5 4. To accept and maintain the Project(s) located within their respective jurisdictions
6 upon completion of construction.

7 5. Upon notification from the RTC, to request the utilities having franchise
8 agreements that require relocation to relocate their facilities prior to award of the project in
9 accordance with the franchise agreement. For utilities that do not address the issue of relocation
10 in the franchise agreement, to require relocation of the subject facilities prior to the award of the
11 project if state law provides authority to do so.

12 6. To jointly coordinate development and administration of the Project.

13 7. That the RTC may issue a warrant drawn on the Regional Street and Highway
14 Fund, the Regional Road Impact Fee Fund, or the Transportation Sales Tax Fund for Project
15 costs which exceed the estimated reimbursable amounts set forth in this Agreement if written
16 documentation for the additional cost has been reviewed and approved in accordance with the
17 policies and procedures of the RTC.

18 This Agreement is effective from and after the date first above written.
19

20
21 APPROVED AS TO LEGALITY AND FORM

22 BY: A. S. Park
23 RTC LEGAL COUNSEL

09-1192

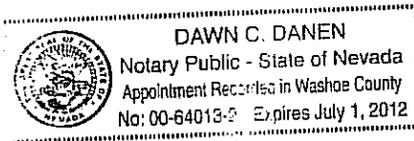
1 REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

2 BY: [Signature]
3 DAVID AIAZZI, CHAIRMAN

4 State of Nevada
5 County of Washoe

6 This FY 2010/11 Interlocal Cooperative Agreement was acknowledged before me this
7 19th day of October, 2009, by David Aiazzi, as Chairman of
8 the Regional Transportation Commission of Washoe County.

9 [Signature]
Notary Public

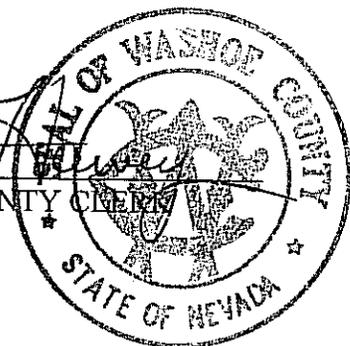


16 BOARD OF COMMISSIONERS, WASHOE COUNTY, NEVADA

17 BY: [Signature]
18 CHAIRMAN

19 ATTEST:

20 BY: [Signature]
21 WASHOE COUNTY CLERK
22
23
24
25
26
27
28



APPROVED AS TO FORM AND
CONTENT:

BY: [Signature]
ATTORNEY

69-1192

L2H

1 CITY COUNCIL OF RENO, NEVADA

2 BY: [Signature]
3 MAYOR

4 ATTEST:

5
6 BY: [Signature]
7 RENO CITY CLERK

APPROVED AS TO FORM AND
CONTENT:

8
9 BY: [Signature]
10 DEPUTY CITY ATTORNEY



11
12
13
14
15 CITY COUNCIL OF SPARKS, NEVADA

16 BY: [Signature]
17 MAYOR

18 ATTEST:

19
20 BY: [Signature]
21 SPARKS CITY CLERK

APPROVED AS TO FORM AND
CONTENT:

22
23 BY: [Signature]
24 DEPUTY CITY ATTORNEY

25
26 A-3789
27 10/26/09
28 A.I. 5.8

09-1192

**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**

WHEREAS, Las Vegas Metropolitan Police Department ("LVMPD"), is in receipt of FY 09 Internet Crimes Against Children grant funds, CFDA # 16.543; and

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 wishes to conducting programming under the Internet Crimes Against Children grant (the "Project"); and

WHEREAS, LVMPD has agreed to provide FY 09 Internet Crimes Against Children grant funds (the "Funds") to the Subrecipient, such funding to be administered by the LVMPD (County and Subrecipient referenced collectively as "the parties"), for support of investigations related to internet crimes against children (ICAC) as defined in Exhibit "A", "Expenditures Eligible for Reimbursement"; and

WHEREAS, the Subrecipient intends to use the funds to conduct investigations of child sexual exploitation; and

WHEREAS, NRS 277.180 permits one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity or undertaking that any of the public agencies entering into the contract is authorized to perform by law.

NOW, THEREFORE, in accordance with NRS 277.180 and related regulations, the parties hereto agree as follows:

1. LVMPD shall provide a maximum of FORTY ONE THOUSAND ONE HUNDRED AND FORTY DOLLARS (\$41,140.00) from Fiscal Year 2009 funds for the investigation of child sexual exploitation.
2. Subrecipient agrees to submit requests for reimbursement for allowable expenditures under the line items defined in Exhibit "A". Requests for changes to the budget must be approved in writing by LVMPD.
3. Subrecipient will provide LVMPD with documentation supporting any and all requests for payment of expenses against the funds encumbered, and will provide any additional documentation requested by LVMPD that may be required in the administration of the grant funds.
4. Regardless of any termination of this agreement, Subrecipient shall comply with all Federal laws and regulations associated with the receipt of the grant funds as a Subrecipient of such funds for the project identified in this Contract. See Exhibit "B" for Federal Assurances required under this Contract.

12T(2)

- 01.11-10
5. It is specifically understood and agreed by Subrecipient that LMVPD shall not be obligated to pay any monies to Subrecipient hereunder and hereafter in the event that such Federal funds for any reason are terminated or withheld from LVMPD or are otherwise not forthcoming, and in such event, LVMPD may terminate this Contract.
 6. This Contract shall take effect on the date of execution by both parties and shall continue in force and effect until terminated as delineated below:
 - a. This Contract shall be completed by June 30, 2010 unless extended in writing by LVMPD.
 - b. This Contract may be terminated by any party, for any reason with written notice of at least 60 days.
 7. This Contract and its attachments constitute the entire understanding of the parties concerning the subject matter hereof. This contract may be amended solely by means of written amendment signed by both parties.
 8. In the event LVMPD desires to increase the amounts set forth in Section 1 and Exhibit A, subject to Subrecipient's consent to provide matching funds if necessary, LVMPD, at its sole discretion, shall increase the aforesaid amounts of funding, and Subrecipient agrees that if such augmentation of the budgeted amounts occur, such new amounts shall be governed by all terms and conditions of this Interlocal Agreement as if such amounts were originally included in Section 1 and in Exhibit A.
 9. Subrecipient shall agree to provide evidence of financial accountability. A copy of subrecipient's most recent single audit report (OMB Circular A-133) or a letter stating that subrecipient expended less than \$300,000 of Federal funds during the reporting period must be submitted to LVMPD annually. Letters should be addressed to: Lori Leyba, Grants Analyst, Las Vegas Metropolitan Police Department.
 10. Subrecipient agrees to comply with the investigative standards detailed in the Internet Crimes Against Children Operational and Investigative Standards.
 11. All correspondence and reports concerning this agreement shall be addressed as follows:

Lori Leyba, Grants Analyst
3141 E. Sunrise Ave.
Las Vegas, NV 89101
(702) 828-8210

ENTERED INTO this 1st day of OCTOBER, 2009

ATTEST:

LVMPD

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

By: U/S ROO JETT FOR SOG
Douglas C. Gillespie, Sheriff
Las Vegas Metropolitan Police Department

Date: 9-28-09

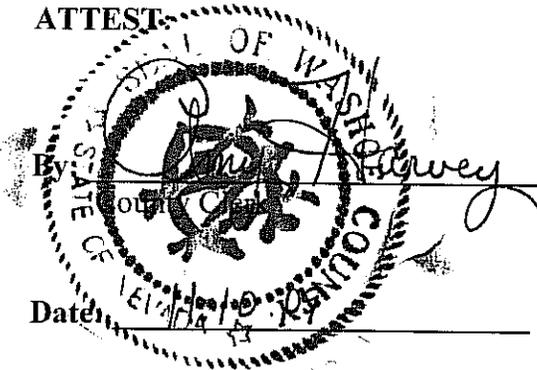
Date: 10-2-2009

APPROVED AS TO FORM:

By: [Signature]
Mary-Anne Miller, Deputy District Attorney

Date: 9-17-09

ATTEST:



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

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

Date: 11/10/09

APPROVED AS TO FORM:

Richard Gammick
District Attorney

By: [Signature]
Mary Kandaras
Deputy District Attorney

Date: 11/13/2009

09-1195

**Exhibit "A"-Expenditures Eligible for Reimbursement
 FY 08 Washoe County Internet Crimes Against Children Budget
 2008-MC-CX-K002
 October 1, 2009 through June 30, 2010**

Item	Current Budget
Personnel	
Overtime	\$ 15,000.00
Subtotal	\$ 15,000.00
Travel	
ICAC Training (IT, UC, P2P, Supervisor)	\$ 4,400.00
Forensic Training (Encase, FTK, FLETC, Paraben, A+, Net+, NW3C, Etc.)	\$ 8,000.00
National ICAC Conference	\$ 3,660.00
Subtotal	\$ 16,060.00
Equipment	
Upgrades to existing software (Anti-Virus, vmware, snagit, etc)	\$ 800.00
Software for forensic computers	\$ 600.00
Subtotal	\$ 1,400.00
Supplies/ Operating	
Misc Software	\$ 740.00
Subtotal	\$ 740.00
Other/Services	
Washoe Internet Connection/Service	\$ 1,140.00
Subtotal	\$ 1,140.00
Other/Training	
EnCase Training	\$ 2,000.00
FTK Forensic Training	\$ 4,800.00
Subtotal	\$ 6,800.00
GRAND TOTAL	\$ 41,140.00

09-1195

EXHIBIT "B"

LOCAL and FEDERAL ASSURANCES

Financial and Project Activity Assurances

Upon acceptance of funding from LVMPD, the lead governmental unit hereby agrees to the following financial and project activity assurances governing the transfer of funds.

1. A quarterly Financial Report shall be submitted to Las Vegas Metropolitan Police Department not later than 15 days following the end of the modified quarter schedule below:
June 1-August 31
September 1-November 30
December 1-February 28
March 1-May 31

Requests for reimbursement must be submitted using the LVMPD Quarterly Financial Report form and shall include copies of paid invoices and appropriate payroll documentation as applicable. Unless approved by LVMPD, late reports could delay reimbursement.

2. The final Financial Report must be submitted to LVMPD no later than 30 days following the end of the contract period. Unless approved by LVMPD, late reports could result in non-payment of final claim.
3. LVMPD retains the right to terminate this contract for cause at any time before completion of the program when it has determined that the subgrantee has failed to comply with the conditions of this agreement.
4. Financial management must comply with the requirements of OMB Circulars A-102 or A-110, whichever is applicable to your organization.
5. All grant expenditures are to be reasonable and allowable in accordance with OMB Circular A-21, A-87 or A-122, whichever is applicable to your organization, and which are incorporated into this agreement by reference.
6. All grant expenditures are to be made in accordance with the interlocal contract, and within current DOJ and grant specific guidelines. Modifications must be requested and approved in advance by submitting an LVMPD Project Change Request form to LVMPD.
7. Grant revenue and expenditure records must be maintained and made available to the LVMPD for audit.
8. Subgrantees shall comply with the audit requirements of the Single Audit Act Amendment of 1986 and OMB Circular A-133, which is incorporated into this agreement by reference, to include the required submission of the most recent annual independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.
9. Subgrantees that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of OMB Circular A-110, Attachment F.
10. Required documentation for the performance of internal audits must be provided to LVMPD within 30 days of request. Grant closeout is contingent upon LVMPD audit and resolution of any discrepancies

09-1105

11. The subgrantee agency is required to submit quarterly financial and project activity reports to LVMPD. Due dates for those reports are as follows:

- December 15** - (for reporting period September 1 - November 30)
- March 15** - (for reporting period December 1 to February 28)
- June 15** - (for reporting period March 1 to May 31)
- September 15** - (for reporting period June 1 to August 31)

The reports should be completed in accordance with the following format and standards:

12. **Project Activity Report** – A narrative status report describing program accomplishments with respect to meeting stated objectives and completing the projects approved in the allocation of funding. The subgrantee activities should be reported for the quarter and for the cumulative period from the grant award date. Report can be done in a memo format.
13. **Quarterly Financial Reports** – Complete and submit a Quarterly Financial Report form for all expenditures funded by the grant. This request will be accompanied by copies of paid invoices and other documentation required by LVMPD to substantiate the request for reimbursement.
14. **Project Change Request** – Grant expenditures are authorized only for purchases and activities approved by DOJ under the grant application process. Any change in the project scope, needs to be submitted to LVMPD for submittal to DOJ for approval.
15. Funds granted are to be expended for the purpose set forth in the grant award and in accordance with all applicable laws, regulations, policies, and procedures of the State of Nevada and the applicable federal granting agency.
16. No expenditures will be eligible for compensation if occurring after the term of the interlocal contract.
17. If this grant funds any form of written or visual material that identifies employees of LVMPD, prior approval must be obtained from the LVMPD before publishing or finalization.
18. The subgrantee assures the fiscal accountability of the funds received from the LVMPD will be managed and accounted for by the jurisdiction's chief comptroller and internal control and authority to ensure compliance with LVMPD documentation, record keeping, accounting, and reporting guidelines will reside with that individual.
19. The subgrantee shall neither assign, transfer nor delegate any rights, obligations or duties under this interlocal contract without prior approval of LVMPD.
20. To the extent permitted by law, the subgrantee will indemnify, save and hold LVMPD and its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by subgrantee or its agents or employees.
23. Subrecipient shall comply with the investigative standards detailed in the Internet Crimes Against Children Operational and Investigative Standards.

09-1175

FEDERAL ASSURANCES

The subrecipient hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:

it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - a. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

09-1195

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Subrecipients should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a):

A. The subrecipient certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

09-1175

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

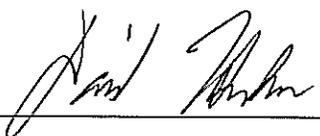
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

09-1105

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the subrecipient, I hereby certify that the subrecipient will comply with the above assurances and certifications.

NAME: David Humke TITLE: Chairman, Washoe County Commission

SIGNATURE:  DATE: 11/10/09

* Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

09-1105

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY**

1100 E. William Street, Suite 116
Carson City, NV 89706
Ph: (775) 684-3636 Fax: (775) 684-3799

And

**WASHOE COUNTY FOR AND ON THE BEHALF OF
WASHOE COUNTY JUVENILE SERVICES**

PO BOX 11130
Reno, Nevada 89520-0027
Carey Stewart, Interim Director
Phone: (775) 785-8600

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

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

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective upon approval by the Board of Examiners retroactively to October 1, 2009 until September 30, 2014 unless sooner terminated by either party as set forth in this Contract. This contract may be extended for an additional five-year period by mutual written consent of both parties on or before July 1, 2014 unless otherwise agreed.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason 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.

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128(2)

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: BUSINESS ASSOICATE ADDENDUM

ATTACHMENT B: SCOPE OF WORK

7. CONSIDERATION. Washoe County Juvenile Services agrees to provide the services set forth pursuant to Attachment "B" for the contract term. 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, 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 (6) years. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

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

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

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

09-1180

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.
14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).
22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.
23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may 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.

09-1180

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

Washoe County for and on the behalf of Washoe County Juvenile Services

Carey Stewart

Interim Director
Title

Date

11/10/09

Date

[Signature]
Chairman BCC
Title

David Humke

Department of Health and Human Services
Division of Health Care Financing and Policy

Charles Duarte

Administrator
Title

Date

Department of Health and Human Services

Michael J. Willden

Director
Title

Date

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On _____ (Date)

Deputy Attorney General for Attorney General, State of Nevada

On _____ (Date)

09-1180

128(2)

ATTACHMENT A

BUSINESS ASSOCIATE ADDENDUM

BETWEEN
THE DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP)
herein after referred to as the "Covered Entity"

and
**WASHOE COUNTY FOR AND ON THE BEHALF OF
WASHOE COUNTY JUVENILE SERVICES**

herein after referred to as the "Business Associate", (individually, a "Party" and collectively, the "Parties").

This Addendum is entered into between the Covered Entity and the Business Associate, effective as of
BOE Approval, retroactive to October 1, 2009

PURPOSE. In order to comply with the requirements of 45 CFR Part 160, 162 and 164 (the HIPAA Security and Privacy Rule), this Addendum is hereby added and made part of the Contract between the Division of Health Care Financing and Policy (DHCFP) and Washoe County on the behalf of Washoe County Juvenile Services dated retroactively to October 1, 2009. This Addendum establishes obligations of the Business Associate and the permitted and required uses and disclosures by the Business Associate of Protected Health Information (PHI) it may possess by reason of the Contract. This Addendum does not apply to disclosures by another Covered Entity regarding treatment of an Individual.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate may be considered a "business associate" of the Covered Entity as defined in the HIPAA Security and Privacy Rule; and

WHEREAS, the Business Associate may have access to and/or receive from DHCFP certain PHI, in fulfilling its responsibilities under such arrangement;

THEREFORE, the Covered Entity and the Business Associate agree to the provisions of this Addendum in order to address the requirements of the HIPAA Security and Privacy Rule and to protect the interests of both Parties.

I. **DEFINITIONS.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. Business Associate shall mean Washoe County on the behalf of Washoe County Juvenile Services, as defined by 45 CFR Part 160.103.
2. CFR stands for the Code of Federal Regulations.
3. Contract shall refer to that particular Contract to which this Addendum is made a part.
4. Covered Entity shall mean DHCFP, as the entity providing, receiving or transmitting the PHI as defined in 45 CFR Part 160.103.
5. Designated Record Set means a group of records maintained by or for a Covered Entity that includes the medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
6. Disclosure means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information. (45 CFR 160.103)
7. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media. (45 CFR 160.103)

09-1180

ATTACHMENT A

8. HIPAA Security and Privacy Rule shall mean the federal regulations at 45 CFR Part 160, 162 and 164.
9. Individual is defined by 45 CFR 160.103 and shall include a person who qualifies as a personal representative as identified in 45 CFR 164.502(g).
10. Individually Identifiable Health Information shall mean health information, including demographic information collected from an Individual and is created or received by a health care provider, health plan, employer or health care clearinghouse and relates to the past, present or future physical or mental health or condition of an Individual or the payment for the provision of health care to the Individual that identifies the Individual or where there is a reasonable basis to believe the information can be used to identify the Individual. (45 CFR 160.103)
11. Parties shall mean the Business Associate and the DHCFP.
12. Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for complete definition, including exceptions.
13. Required by Law means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons and statutes or regulations that require the production of information if payment is sought under a government program providing public benefits. Refer to 45 CFR 164.103 for the complete definition.
14. Secretary shall mean the Secretary of the Department of Health and Human Services (HHS) or the Secretary's designee.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE. The Business Associate must:

1. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity, including those required by the HIPAA Security and Privacy Rule.
2. Ensure that any agent, including a subcontractor or employee of the Business Associate agrees to implement reasonable and appropriate safeguards to protect PHI and the Business Associate will take reasonable steps to ensure that any actions or omissions by the agents, subcontractors or employees of the Business Associate do not cause the Business Associate to breach the terms of this Addendum.
3. Promptly report to the Covered Entity any security incident or use or disclosure of PHI, not provided by the Contract of this Addendum, of which the Business Associate becomes aware.
4. Provide details of any security incident or use or disclosure of PHI, to the Covered Entity including, at a minimum, the date of the incident, scope of the incident and actions taken to prevent reoccurrence.
5. Authorize termination of the Contract by the Covered Entity, if the Covered Entity determines that the Business Associate has violated a material term of this Addendum.
6. Not use or further disclose PHI in a manner that would violate the requirements of the HIPAA Security and Privacy Rule.
7. Not use or further disclose PHI other than as permitted or required by the Contract or as Required by Law.
8. Use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by the Contract and mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure of PHI, by the Business Associate, in violation of the requirements of this Addendum.
9. Ensure that any agent, including a subcontractor, to whom the Business Associate provides PHI which is received from, or created or received by the Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply to the Business Associate through this Addendum with respect to such information.

09-11-80

ATTACHMENT A

10. Provide, as directed by the Covered Entity, an Individual access to inspect or obtain a copy of the PHI about the Individual that is maintained in a Designated Record Set in order to meet the requirements of 45 CFR Part 164.524.
11. Make available PHI for amendment and incorporate any amendments in the Designated Record Set, as directed by the Covered Entity or an Individual, in order to meet the requirements of 45 CFR 164.526.
12. Make available the information required for the Covered Entity to respond to requests for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.
13. Make internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Business Associated on behalf of the Covered Entity available to the Secretary or the Covered Entity for the Secretary to determine the Covered Entity's compliance with the HIPAA Security and Privacy Rule.

III. PERMITTED USE AND DISCLOSURES BY THE BUSINESS ASSOCIATE. The Business Associate agrees to these general use and disclosure provisions:

1. Except as otherwise limited in this Addendum, the Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the HIPAA Security and Privacy Rule, if done by the Covered Entity.
2. Except as otherwise limited in this Addendum, the Business Associate may use PHI received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
3. Except as otherwise limited by this Addendum, the Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided the disclosures are:
 - a. Required by Law; or
 - b. The Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person; and
 - c. The person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
4. Except as otherwise limited by this Addendum, the Business Associate may use PHI to provide data aggregation services, for and as directed by, the Covered Entity and as permitted by 45 CFR 164.504(e)(2)(i)(B).
5. The Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

IV. OBLIGATIONS OF THE COVERED ENTITY. The Covered Entity will notify the Business Associate:

1. Of any limitations in its Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of PHI.
2. Of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.
3. Of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

V. PERMISSABLE REQUESTS BY THE COVERED ENTITY.

Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Security and Privacy Rule, if done by the Covered Entity.

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ATTACHMENT A

VI. TERM AND TERMINATION.

1. **TERM.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the Contract and shall terminate when all the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is not feasible to return or destroy the PHI, protections are extended to such information, in accordance with the termination.
2. **TERMINATION FOR BREACH.** The Business Associate agrees that DHCFP may immediately terminate the Contract if the DHCFP determines that the Business Associate has violated a material term of this Addendum.
3. **TERMINATION.**
 - a. Except as provided in paragraph (b) of this section, upon termination of this Agreement, for any reason, the Business Associate will return or destroy all PHI received from the Covered Entity or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
 - b. If the Business Associate determines that returning or destroying the PHI is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of PHI is infeasible, the Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such PHI.
 - c. These termination provisions will apply to PHI that is in the possession of subcontractors, agents or employees of the Business Associate.

VII. MISCELLANEOUS.

1. **AMENDMENT.** The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
2. **INTERPRETATION.** Any ambiguity in this Addendum shall be resolved to permit the Covered Entity to comply with the HIPAA Security and Privacy Rule.

COVERED ENTITY

Division of Health Care Financing and Policy

1100 E. William Street, Suite 101

Carson City, NV 89701

(775) 684-3636

BUSINESS ASSOCIATE

**Washoe County on Behalf of
Washoe County Juvenile Services**

PO Box 11130

Reno, Nevada 89520-0027

(775) 785-8600

Charles Duarte
Administrator

Carey Stewart
Interim Director

(Date)

(Date)

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**ATTACHMENT B
SCOPE OF WORK**

**INTERLOCAL CONTRACT
BETWEEN: DIVISION OF HEALTH CARE FINANCING AND POLICY
AND
WASHOE COUNTY
DEPARTMENT OF JUVENILE SERVICES**

1. The Division agrees to perform the following services or activities, and to provide the following payment for the Public Agency's services.

- A. To work with the Federal Government, the Public Agency and its consultants as necessary to formulate plans and policies to ensure the appropriate availability of Title XIX and Title XXI funds for allowable costs and services, as defined in the Nevada Medicaid State Plan, Chapter 3.0 and Attachment 4.19-B, provided by both parties;
- B. To provide to the Public Agency necessary guidance and documentation related to the utilization of Title XIX and Title XXI funding for Targeted Case Management (TCM) and other allowable activities and services. This may include provider training related to the reimbursement for TCM services, to the Public Agency.. ;
- C. To approve a standard methodology for the Public Agency to utilize in determining the reimbursable costs the Public Agency may charge under the Title XIX and Title XXI program. The methodology will be based upon actual and/or budget costs and actual and/or reasonable units of service. The costs must reflect reasonable and allowable costs to the Title XIX and Title XXI programs. The Division will provide a written approval to the Public Agency of the methodology and costs the Public Agency will be permitted to charge to the Division for allowable Title XIX and Title XXI services;
- D. To pay the Public Agency, upon receipt of timely, correct and accurate claims, for those costs and services allowable under the Title XIX and the Title XXI programs. This payment will represent the federal medical assistance percentage of the total allowable costs identified on the claim for Targeted Case Management services or other allowable Medicaid and Nevada Check Up Services. This medical assistance percentage is published annually pursuant to the Code of Federal Regulation (42 CFR Part 433.11 Subpart A). Correct and accurately submitted claims are generally paid within 30 business days of receipt. The Nevada Medicaid and Nevada Check Up fiscal agent shall be contacted to be advised of correct and accurate claims/billing procedures.

2. The Public Agency agrees to perform the following services or activities and to accept payment for the services as follows:

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**ATTACHMENT B
SCOPE OF WORK**

- A. To provide Title XIX and Title XXI targeted case management and other allowable services to children, within the Public Agency's respective county, in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual;
 - B. To be responsible for collecting and submitting the required information necessary to determine client eligibility for the Title XIX and Title XXI programs;
 - C. To utilize the methodology developed by the Division, as defined in the Nevada Medicaid State Plan, Attachment 4.19-B for Certified Public Expenditures (CPE), for charging reimbursable costs, including development of appropriate rates. The Public Agency can not unilaterally change the method of determining how the services will be counted, or what the approved rate is once it is approved by the Division;
 - D. To provide the Division with the documentation supporting that the rate for eligible services is based upon the approved methodology of the Division, as defined in the Nevada Medicaid State Plan, Attachment 4.19-B CPE, before any payment for those service is made by the Division. Necessary Cost Allocation Plans and Time Studies must be approved by the Federal Division of Cost Allocation (DCA) and Centers for Medicaid and Medicare Services (CMS);
 - E. To timely bill the Division for services which are allowable based upon Division defined processes for Medicaid and Nevada Check Up providers. Forms not filled out completely will be subject to return to the County and payment delayed or denied;
 - F. To pay back any Title XIX or Title XXI funds received by the Public Agency in the event that a Federal audit or other action results in a determination that such costs were not reimbursable under the Title XIX or Title XXI programs within 60 days of receipt of written notice from the Division of such obligation;
 - G. To provide the required State matching share for Medicaid and Nevada Check Up funds paid for children covered under the Targeted Case Management, Case Management program or other allowable Medicaid and Nevada Check Up services. The Public Agency will certify in a mutually agreed format that any and all funds used by the Public Agency as match will be County or Local funds that are not used as match for any other program.
3. The Parties mutually agree:
- A. Documentation related to Title XIX and Title XXI, including client and financial information, must be maintained for a minimum of six (6) federal fiscal years

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**ATTACHMENT B
SCOPE OF WORK**

after the year that the eligibility determination was made and/or the specific service was provided or incurred pursuant to the Code of Federal Regulations (45 CFR 92.42);

B. The intent of this agreement is to provide enhanced and improved services and coordination of services between the parties to meet the current and increasing needs of children in Nevada. The parties agree that any funds received through the Title XIX and Title XXI programs will be used to meet the intent of the agreement and not replace or supplant existing state or local funding;

4. The parties agree that all services rendered under this contract shall be provided in compliance with the Federal Civil Rights Act of 1964, and the Americans with Disabilities Act, as amended, and no person shall be unlawfully denied service on the grounds of age, race, creed, color, sex, national origin, or disability. If the Public Agency is found to be in non-compliance, the Public Agency agrees to reimburse the Division for any State and Federal funds provided under the terms of this contract.

5. The Public Agency agrees to safeguard the confidentiality of program participants in conformity with State and Federal laws and pursuant to the Business Associate Addendum (Attachment A).

6. The Public Agency shall comply with Public Law 98-50 (Single Audit Act of 1984) and Office of Management and Budget (OMB) Circular A-133. Copies of audit reports shall be sent to the contracting Division within 60 days of receipt of the audit report at 1100 East William Street, Suite 108, Carson City, Nevada 89701 to the attention of the Accounting/Budget Unit.

7. All payments under this Agreement are contingent upon the availability to the Division of the necessary funds from the federal government. In the event that sufficient funds, as determined by Division, are not available for any reason, the Division shall not be obligated to make any payments to the County under the Agreement. The Division will make reasonable effort to maintain, request, provide sufficient information and documentation, and to complete required processes for the federal government and State of Nevada to receive sufficient financial authority to make timely payments under this agreement. The Division will notify the County of the insufficient funds upon making that decision. This provision is a condition precedent to the Division's obligation to make any payments under the Agreement. Nothing in this Agreement shall be construed to provide the County with a right of payment over any other entity. If any payments, which are otherwise due to the County under this Agreement, are deferred because of the unavailability of sufficient funds, such payments will be made to the County if sufficient funds later become available. All payments under this Agreement are contingent upon the availability of local funds to the County to provide the non-federal share of Medicaid payments.

09-11-80

TABLE OF CONTENTS

1. Effectiveness4
2. Definitions.....4
3. Authority Created6
4. Boundaries of the Authority.....6
5. Conferred Functions of the Authority.....6
6. Powers9
7. Prohibited Functions and Powers.....11
8. Retail water Service; Continuation of Rates and Tolls.....12
9. Prohibited Unilateral Actions.....12
10. Conservation12
11. Membership.....12
12. Governing Body of the Authority.....12
13. Fiscal Year.....13
14. Principal Office13
15. Meetings14
16. Quorum: Voting14
17. Special Approval Provisions14
18. Rules.....15
19. Officers15
20. Advisory Committees16
21. General Manager16
22. Budgets.....17
23. Assessments and Contributions for Operating Expenses17
24. Option to Become a Purveyor member; Exercise of Option.....18
25. Accounting Procedures18
26. Audit.....18
27. Liabilities of the Authority19
28. Service Commitments by Purveyor Members.....19
29. Liabilities of Board19

09-11-09

10-27-09 TMWA & BCC JOINT MEETING Agenda Item 7 Attachment

30. Compliance with Applicable Laws; Relocation; Permits	19
31. PUC Regulation/Transfer	19
32. Rights-of-Toll	20
33. Term.....	20
34. Wholesale Agreements	21
35. Other Cooperative Agreem.....	21
36. Withdrawal of Member	21
37. Termination.....	21
38. Amendment	22
39. Assignment; Binding on Successors	22
40. Choice of Law.....	22
41. Severability	23

AMENDED AND RESTATED
TRUCKEE MEADOWS WATER AUTHORITY
COOPERATIVE AGREEMENT

This Agreement originally made and entered into is by and among the following parties:

1. City of Reno, a municipal corporation within the State of Nevada (hereinafter "Reno");
2. City of Sparks, a municipal corporation with the State of Nevada (hereinafter "Sparks");
3. County of Washoe, a political subdivision of the State of Nevada (hereinafter "Washoe").

RECITALS

A. The parties share a common interest in assuring that water resources be developed and managed to fulfill the present and future water needs of the greater Truckee Meadows community;

B. In 2000, Sierra Pacific Power Company ("Sierra"), then the water supplier and provider to a large part of the Reno and Sparks communities and, to a lesser degree, the unincorporated area of Washoe County, made a decision to sell its water assets and operations,

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Sierra Pacific Power Company has

C. The parties believed it in the interest of the Truckee Meadows community to acquire and manage those water assets for the benefit of said community.

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D. The parties determined there was a need for the Members to act together with respect to such matters as water supply, allocation of water supply, water quality, treatment, and wheeling and to assure sufficient water supply to meet the needs of existing and future development;

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There is a need for the Members to act together

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E. The parties determined that the securing of additional supplies of water and the effective management of existing supplies could best be achieved through the cooperative action of the Members, operating through a separate legal entity which would undertake the Conferred Functions as hereinafter defined and described for the benefit of the Members;

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F. Accordingly, the parties agreed to establish a separate legal entity to exercise power, privilege and authority, in common and to develop and

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maintain supplies of water for the benefit of the Retail Service Area as set forth herein;

G. Each of the parties is authorized to contract with each other for the joint exercise of any Member's power, privilege or authority under Chapter 277 of the Nevada Revised Statutes ("NRS");

H. On October 20, 2000, the parties submitted a joint "Proposal to Purchase the Water Utility Assets of Sierra Pacific Resources" in which the parties indicated an intent to form a Joint Powers Authority, the "Truckee Meadows Water Authority," and specifically to have the Joint Powers Authority in effect upon selection as the successful bidder.

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I. This Cooperative Agreement became effective by its execution by the parties and with the approval of the Nevada Attorney General on December 4, 2000.

J. The parties were the successful bidders and an Asset Purchase Agreement was negotiated and consummated with Sierra, and the Truckee Meadows Water Authority commenced operations of the Water System on June 11, 2001.

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K. The parties now desire to amend the Cooperative Agreement to better reflect current operating conditions of the Authority, and to accomplish other objectives within the best interests of the Truckee Meadows community.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Effectiveness. This Agreement becomes effective upon its execution by each party and its approval, given or deemed to be given, by the Attorney General of Nevada pursuant to NRS 277.140.

2. Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

- a. "Authority" means the Truckee Meadows Water Authority ("TMWA"), the legal entity established by this Agreement;
- b. "Board" means the Board of Directors of the Authority;
- c. "Director" means a member of the Board of Directors of the Authority;
- d. "Conferred Function" means any function which the Authority is empower to perform by Article 5 of this Agreement;
- e. "Cost Sharing Plan" means a plan to assure sufficient funds to (i) maintain required operating reserves or reserves required by any bond or other debt instrument for which the Authority is responsible, directly or indirectly relating to the TMWS and (ii) the payment when due of all costs, expenses, capital cost not otherwise funded, and liabilities, including finance costs, of the Authority relating to the TMWS and to the acquisition of TMWS Water Supplies;
- f. "Facilities" means any property or works acquired by the Authority from Sierra Pacific Power Company or otherwise owned, leased, operated, constructed or used by the

Authority in connection with the performance of any Conferred Function, including without limitation, the former Sierra Pacific Resources water utility assets, water storage facilities, water conveyance and treatment facilities, electric generation and transmission facilities, buildings, and other structures, irrespective of the location of such facilities;

g. "Member" means each of the public entities that is signatory to this Agreement;

h. "Truckee Meadows Water System" or "TMWS" means all diversion, treatment, conveyance, turnout, water transmission wells and distribution related facilities acquired from Sierra Pacific Power Company and all such other facilities that may be constructed or acquired by the Authority;

i. "Water Right" means any entitlement to the beneficial use of Water Supplies, whether such entitlement exists by contract, by interest in real property, decree or by rights granted by the State of Nevada, State of California or other governmental agency;

j. "Water Supplies" means surface water, groundwater, and any other water capable of being put to beneficial use;

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Deleted: "Purveyor Member" means a Member who chooses pursuant to Article 24 to engage in the retail delivery of potable water within its respective jurisdiction and within the retail service area of the Authority.¶
<#>"Retail Service Area" means the former Sierra Pacific Power Company retail water service area as described in the agreement between Sierra Pacific Power Company and Washoe County dated June 25, 1986, as amended, or as said retail service area may be modified from time to time pursuant to such agreement.¶

k. "Wholesale Water" means potable water provided by the Authority to ~~another party by agreement for retail service~~ delivery.

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3. Authority Created. There is hereby established a legal entity to be known as the "Truckee Meadows Water Authority". The Authority is established by this Agreement pursuant to the provisions of Chapter 277 of NRS. The Authority shall be a political subdivision of the State of Nevada and shall be separate from the Members, pursuant to NRS 277.074 and 277.120.

4. Boundaries of the Authority. The geographic boundaries of the Authority shall coincide with the boundaries of the Regional Water Planning Commission established pursuant to NRS Chapter 540A, except that lands located within any Indian reservation or Indian colony held in trust by the United States shall be included. The boundary as established herein encompasses the geographical area within which either retail or wholesale water service may be provided by the Authority ~~but does not mandate the delivery of water outside the~~ Authority's retail service area.

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5. Conferred Functions of the Authority. Subject to the provisions of Article 7, the conferred Functions of the Authority are as follows:

- a. To acquire, use and dispose of Water Rights and Water Supplies;
- b. To develop and implement projects with respect to the acquisition, development, treatment, storage and transportation of Water Supplies as the Board determines;

- c. To acquire any interest in, finance, operate, maintain, replace, acquire and construct additions and improvements to the TMWS and to dispose of any or all of the TMWS;
- d. To acquire, finance, construction, operate, maintain, replace, acquire and construct additions and improvements to other Facilities and to dispose of such Facilities;
- e. To provide retail water service to customers within the Authority retail service area.
- f. To contract with water users, within the Authority's boundaries to deliver water on a wholesale basis;
- g. To establish a water budget and a water resource plan for the Authority which shall reflect, among other things, (i) Water Supplies available to the Authority and separately to each Member from all sources, (ii) demand within each Member's jurisdiction within the Authority' retail service area, and (iii) the peaking capacity required for delivery of Water Supplies by the Authority and the means by which such requirements shall be met.
- h. To prepare, update, and implement capital improvement plans for TMWA and, to the extent applicable, Authority facilities;
- i. To establish rates, tolls and other charges for the delivery of retail water service within its retail service area in general

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accordance with the procedures and authorities established in NRS Chapter 318 or as otherwise adopted by the Board;

- j. To establish rates, tolls and other charges for the delivery of wholesale water service both within and without its retail service area in accordance with procedures established and adopted by the Board;
- k. To prepare, update and oversee the implementation of a water conservation plan for the use of municipal, industrial and domestic Water Supplies within the retail service area of the Authority and to carry out the former Sierra Pacific Power Company role with regard to the Water Conservation Agreements with Members;
- l. To participate with relevant agencies of the United States, the State of Nevada, and other government agencies on issues, including but not limited to, the Truckee River Operating Agreement (TROA) and assume the role of Sierra Pacific Power Company in said negotiations;
- m. To succeed to all rights, powers, duties and obligations of Sierra Pacific Power Company with respect to the TMWS and any assets acquired from Sierra Pacific Power Company;
- n. To perform such activities as are consistent with ownership and operation of a water system;

o. To perform such other functions as may be conferred on the Authority by amendment to this Agreement or by statute.

6. Powers. In furtherance of the Conferred Functions set forth in Article 5 of this Agreement, and subject to the limitations of that Article, the Authority shall have the power in its own name to do any of the following:

- a. To purchase, sell, exchange, perfect, or otherwise acquire or dispose of any interest in Water Supplies and Water rights within or without the State of Nevada;
- b. To develop, store, transport, and treat water;
- c. To deliver water to retail customers and wholesale customers.
- d. To hold in the Authority's own name and exercise in the Authority's own right all TMWA rights, interests, functions, and powers to perform all duties and responsibilities and assume all liabilities pursuant to the Truckee River Agreement, the Orr Ditch Decree, Public Law 101-618 and TROA relating to the TMWS;
- e. To acquire an interest of any nature in, and to construction, operate, and maintain, all Facilities including the TMWS, necessary or convenient for the performance of any Conferred Function, and to dispose of such Facilities;
- f. To acquire, possess, lease, encumber, and dispose of personal and real property;

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- g. To have and to exercise the power of eminent domain provided that no property or Water Right of a Member may be taken without the consent of that Member;
- h. To contract with Members or any other public entity for the provision of services to the Authority;
- i. To contract for the professional services of engineers, attorneys, planners, and financial and other consultants;
- j. To enter into other contracts, including interlocal agreements and contracts of indemnity, necessary to the full exercise of its powers;
- k. To employ such persons as it deems necessary;
- l. To issue revenue and other bonds, notes, and other obligations and incur liabilities (i) for the purposes and in accordance with the procedure and requirements set forth in NRS 277.0705 through 277.0755, and (ii) as otherwise permitted by law, including the authority of the Board to include such covenants and agreements as the Board determines, it being the intent of the parties to hereto make a non-exclusive delegation to the Authority of each of the parties powers to issue revenue bonds in furtherance of the Authority's functions, in the manner provided in NRS Chapter 350;

- m. To execute leases, installment sale contracts, and installment purchase contracts, and engage in such other transactions as a Member may be authorized to engage in and subject to any procedures or limitations thereon;
 - n. To sue and be sued in its own name;
 - o. To obtain state, federal, or local licenses, permits, grants, loans, or aid from any agency of the United States, the State of Nevada, State of California or any other public or private entity necessary or convenient for the performance of any Conferred Function or the exercise of any of its powers;
 - p. To fix rates, charges and other fees for water and other commodities including connection charges, hook-up fees, standby charges and availability of service charges; and
 - q. To perform all other acts necessary or convenient for the performance of any Conferred Function or the exercise of any of its powers.
7. Prohibited Functions and Powers.
- a. Nothing in this Agreement shall be construed as authorizing the Authority to perform any function or to exercise any power that is not performable or exercisable by a least one of the Members.
 - b. The Authority shall not acquire, construct, or operate facilities associated with the treatment of municipal sewage .

or for the purpose of flood control, storm drainage or groundwater remediation except as necessary to own and operate a water system, except with the consent of each and every Member.

8. Retail Water Service; Rates, Fees, and Charges. The Authority shall provide retail water service to users within the Authority's retail service area pursuant to rates, fees and charges established by the Board.

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~~## The Authority shall not dispose of or encumber property belonging to a Member except with the consent of the Member.¶~~

9. Prohibited Unilateral Actions.

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- a. No Member shall take any action independently with regard to rights or liabilities assumed by the Authority under TROA.
- b. No Member shall take any action independently or to enter into any contracts with the United States for storage of water for municipal or industrial purposes.

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10. Conservation. The Authority shall take all actions within their respective authority and as set forth in various water conservation agreements to encourage and implement programs for the conservation of water within such Member's geographic area.

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11. Membership. The Members of the Authority and Authority Board shall be City of Reno, City of Sparks and County of Washoe.

12. Governing Body of the Authority.

- a- The business and affairs of the Authority shall be conducted by a Board consisting of (i) three Directors appointed by the

City of Reno, (ii) two Directors appointed by the City of Sparks, (iii) two Directors appointed by Washoe County,

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b. The Directors shall be appointed by the governing body of the appointing Member and may, but need not, be a member of the body. Each governing body may also appoint an alternate Director for the Director appointed by such board, who shall serve as Director in the absence thereof.

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c. Each Director shall hold office from the first meeting of the Board after his or her appointment by the governing body of the Member he or she represents until a successor is selected by the Member and the Member so notifies the Authority. A Director who is not an elected official shall be appointed for a term of two years. No Director who is an elected official may serve beyond his or her term of office.

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d. A Director shall not receive compensation from the Authority for services as Director. A Director may be reimbursed for reasonable expenses incurred by such Director in the conduct of the Authority's business.

13. Fiscal Year. The fiscal year of the Authority shall be as provided by State statute.

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14. Principal Office. The principal office of the Authority shall be within Washoe County in a place established by the Board.

15. Meetings. The Board shall meet at the Authority's principal office or at such other place as may be designated by the Board. The time and place of regular meetings of the Board shall be determined by the Board. The meetings of the Board and its advisory committees shall be held in accordance with the provisions of NRS Chapter 241.

16. Quorum: Voting. For purposes of transacting the Authority's business, a quorum shall exist if the Directors present constitute a majority of all Directors then in office. The vote of a majority of the Directors present shall be required for the Authority to take action, except as provided in Article 17 or as may be otherwise provided by law.

Deleted: (i) represent a majority of Purveyor Members, if any, and (ii)

17. Special Approval Provisions.

- a. All actions by the Authority with respect to the matters specified in this Article shall be taken only as provided in this Article,
- b. Approval by the governing body of each Member shall be required, for (i) amendment of this Agreement, (ii) the contracting out of the basic functions and operations or the sale or lease of any assets of the Authority to a third party, except for the sale of assets (a) in the ordinary course of business and (b) that are replaced or that are not needed for the operation of TMWS or the Authority's other functions (iii) termination of the Authority pursuant to Article 37(a), and (iv) special assessments to Members pursuant to Article 23(e).

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c. A vote of two-thirds of the Directors then in office shall be required for the issuance of bonds or other securities in accordance with State statutes.

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d. Unless otherwise provided in this section, all other actions shall be by a majority vote.

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Deleted: (i) a new water supply option; (ii) Authority service territory expansion taken in accordance with the provisions of the agreement between Sierra Pacific Power Company and Washoe County dated June 25, 1996; (iii) approval of any new wholesale agreement to a non-Member; (iv)

18. Rules. The Board may adopt from time to time such procedures, bylaws, rules and regulations for the conduct of the affairs of the Authority or of the Board as the Board may deem necessary or desirable. Such rules shall include a requirement that all Members submit information necessary for the preparation of a water budget at such time as the rules provide.

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<#>A vote by the governing body of a Member shall be required for the sale or disposal of water rights or other property owned by a Member. ¶
<#>A Purveyor Member has sole authority to establish retain water rates within its retail service area as may be defined in any agreement entered into pursuant to Article 24 except that such rates must be sufficient to meet the Member's share of the Authority's obligations to its bondholders and purchasers of other obligations; ¶~~

19. Officers.

- a. The Board shall appoint the following officers: a chairman and a vice chairman from its membership.
- b. The officers shall hold office for a period of one year commencing the first day of each fiscal year, subject, however, to being removed for cause at an earlier time by action of the Board and to automatic removal of any Director Officer in such time as that person ceases being a Director. The first officers appointed shall hold office from the date of their appointment to the last day of the fiscal year in which they were appointed.

- c. The officers and all other persons who have charge of any funds or securities of the Authority may be bonded, in such amount as determined by the Board.
- d. None of the officers, agents, or employees of the Authority shall be deemed, by reason of their employment by the Authority, to be employed by any of the Members.

20. Advisory Committees.

The Board may establish such advisory committees as it determines necessary to assist it in the carrying out of its Conferred Functions and as may be recommended by the general manager.

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21. General Manager. The general manager of the Authority shall be the chief administrative officer of the Authority, shall be appointed by and serve at will and at the pleasure of the Board, and shall be responsible to the Board for the proper and efficient administration of the Authority. Subject to policy direction by the Board, and such requirements as the Board may from time to time impose, the general manager shall have the power:

- a. To plan, organize, and direct all Authority activities;
- b. To appoint employees to such positions as the Board shall determine necessary to perform its Conferred Functions and, subject to the requirements of applicable law, remove any Authority employees;
- c. To authorize expenditures within the approved budget;

Deleted: ~~## The Board shall establish a Technical Advisory Committee consisting of City/County Managers or their designees, the Finance Directors of each Member, and the Public Works Director of the City of Reno, City Engineer of the City of Sparks and Water Resources Director of Washoe County, or their successors by whatever title known. The Technical Advisory Committee shall provide recommendations on matters relating to operation of the Authority including budgets. The Technical Advisory Committee shall operate as an advisory to the development of recommendations for (a) a water resource and facilities plan, (b) a water allocation plan among the Member jurisdictions, (c) a cost sharing plan, and (d) a rate plan. The parties agree as a goal that the initial tasks and recommendations as set forth herein are to be provided to the Board as soon as possible and no later than 90 days after the effective date of the agreement.##~~

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- d. To enter into contracts on behalf of the Authority as authorized by the Board; and
- e. To make actions authorized from time to time by the Board.

22. Budgets. An annual budget shall be prepared and adopted for each fiscal year in accordance with NRS Chapter 354. The Authority shall not, during any fiscal year, expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditures of money, in excess of the amounts appropriated for that function, other than bond repayments, short-term financing repayments, construction contracts for which funds are to be provided by a bond issue or other borrowing and any other long-term contracts as to which such expenditures are expressly authorized by law.

23. Assessments and Contributions for Operating Expenses.

- a. The Board shall have the power to periodically assess the Members directly for budgets and for the satisfaction of any liabilities imposed against the Authority in accordance with the provisions of Article 18 and 17(b). such assessments shall be apportioned among the Members on such basis as the Board determines proper, and each Member shall pay when due all assessments made against it.
- b. Any Member may make contributions or advances of public funds and of personnel, supplies, equipment, or property to the Authority for any of the purposes of this Agreement, with the consent of the Board. Any such advance may be made

Deleted: , to the extent not included in a Purveyor Member's wholesale rate.

subject to repayment as agreed to by the Member and the Authority.

24. Accounting Procedures. Complete books and accounts shall be maintained for the Authority in accordance with generally accepted accounting principles and standards and shall comply with all applicable statutes and regulations. Unless otherwise provided by law, the Authority may, in accordance with its needs, maintain funds and account groups pursuant to NRS Chapter 354.
25. Audit. The Authority shall provide for an annual audit of all funds and accounts. The audit must cover the business of the Authority during the full fiscal year. The audit shall be made by a public accountant certified or registered or by a partnership or professional corporation registered under the provisions of NRS Chapter 628. Such financial audit shall be conducted in accordance with generally accepted auditing standards, including comment on compliance with all applicable statutes and regulations, recommendations for improvements, and any other comments deemed pertinent by the auditor, including the auditor's expression of opinion on any financial statements. The audit shall be completed not later than five (5) months after the close of the fiscal year for which the audit is conducted and copies of all audit reports provided to the Members not later than six (6) months after the close of the fiscal year. The Authority shall act upon any recommendations of the report within six (6) months after receipt of the report, unless prompter action is required.

Deleted: ~~Option to Become a Purveyor member. Exercise of Option ¶~~
~~After the Authority has adopted a water resource and facilities plan, a water allocation plan, a cost sharing plan and an equity allocation plan a Member may give notice to the Authority that it desires to become a Purveyor Member ¶~~
~~A notice pursuant to this section must be in writing and contain a description of the Authority's retail service area the member intends to serve and a general description of the manner in which it intends to provide the service ¶~~
~~The noticing Member and Authority shall enter into an agreement providing for the assumption of retail water service and operations by the Purveyor Member. The agreement shall contain, but not be limited to, provisions dealing with description of TMWS assets being acquired, cost sharing as described in Article 2, assumption and transfer of Authority employees, wheeling, and coordination between Authority and Purveyor Member on maintenance of facilities and capital improvement plans ¶~~
~~Any agreement entered into pursuant to this Article must, to the extent the agreement transfers TMWS transmission facilities, reserve to the Authority the right to use, maintain and upgrade said transferred facilities ¶~~
~~Any agreement pursuant to this Article is conditioned upon the compliance with all bond covenants and approval of bondholders to the extent that the transfer of assets involves assets subject of Authority debt or which generates revenues pledged to secure bonds ¶~~
~~Any agreement pursuant to this Article must provide that the Purveyor Member comply, to the extent applicable, with all agreements binding the Authority, including but not limited to, any TROA commitments ¶~~
~~Nothing in this Article is intended to authorize a Member as a Purveyor Member to act inconsistently with other provisions of this agreement ¶~~
~~Nothing in this Article prevents a Member from contracting with the Authority to provide, within its respective jurisdiction and the Authority's retail service area, maintenance and replacement of distribution facilities, billing of customers and the setting of re... ¶~~

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Deleted: and copies of all audit report provided to the Members

26. Liabilities of the Authority. The debts, liabilities, and obligations of the Authority shall be the debts, liabilities, and obligations of the Authority alone and not of the Members.

27. Liabilities of Board. The funds of the Authority shall be used to defend, indemnify, and hold harmless the Authority, its Directors, officers, and employees, and any Member for actions taken within the scope of the authority of the Authority. Nothing herein shall limit the right of the Authority to purchase insurance to provide coverage for any of the foregoing.

28. Compliance with Applicable Laws; Relocation; Permits.

- a. The Authority shall operate in a manner to comply with all federal, state and local laws and regulations applicable to its operation.
- b. Except as otherwise may be agreed between the Authority and a Member, the Authority shall, upon notice of a Member, relocate at its own expense Authority facilities as may be necessary in coordination with the construction of a Member's capital project.
- c. The Authority shall obtain such permits as may be necessary for the conduct of its operations, such as encroachment permits, and, to the extent applicable, pay such fees as may be prescribed therefor.

29. PUC Regulation/Transfer. It is the parties intent to confer on the Authority their respective right to exemption from regulation by the Public Utilities

Deleted: <#>Service Commitments by Purveyor Members. If a Member becomes a Purveyor Member pursuant to Article 24, service and other commitments made by the Purveyor Member respecting the delivery of the water to users within its defined retail service area shall be the obligation of the Purveyor Member making the commitment and not of the Authority. Each Purveyor Member shall indemnify the Authority and hold the Authority harmless from all claims that, by reason of such Purveyor Member's action or failure to act, the Authority is obligated to deliver water other than in conformity with this Agreement. ¶

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Commission of the State of Nevada ("PUC") and that the Authority and all business conducted by it be and remain forever free and exempt from regulation by the PUC. In the event that the PUC attempts to exercise jurisdiction over the rates and charges established by the Authority for the provision of water to wholesale and retail customers within its boundary, the Authority shall vigorously oppose such attempted exercise of jurisdiction in courts of the State of Nevada. If a final decision is rendered to provide for PUC jurisdiction over the Authority's rates, the Authority shall, within thirty days of the final decision being rendered, establish a process for the selection of and the transfer of the Authority's business (including assets and employees related thereto) to a Member who would be exempt from and able to conduct business without regulation by the PUC. Each Member agrees to assume the responsibility for the continuation of the Authority's business pursuant to the governance set forth in Article 12 if it is so selected.

30. Rights-of-Toll. The Authority shall, as applicable, compensate each Member a rights-of-way toll, to be charged to the water customer, at a rate not to exceed 5% of gross receipts of the water customer's bill and collected in the Member's jurisdiction. Each Member for their respective jurisdiction shall set the rights-of-way toll and provide notice to the Authority of any modifications to the amount of the rights-of-way toll at least 45 days prior to the effective date of the new rate.

31. Term. The Authority shall continue in existence until this Agreement is rescinded and the Authority terminated as provided in Article 35.

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32. Wholesale Agreements; Grandfathered. All wholesale water agreements in existence on the effective date of this Agreement shall continue in effect and any request by a wholesale customer for an extension shall be granted as long as consistent with the regional water plan.

33. Other Cooperative Agreements. Nothing in this Agreement shall prevent the Members from entering into other cooperative agreements.

34. Withdrawal of Member. A member may withdraw from the Authority on terms and conditions specified in an agreement of withdrawal executed by all Members except during the term of indebtedness or other obligation incurred by or on behalf of the Authority the terms of which preclude the withdrawal.

35. Termination.

- a. This Agreement may be rescinded and the Authority terminated by a written agreement of termination executed by the governing body of each Member, except during the outstanding term of any indebtedness or other obligations incurred by, on behalf of, or at the request of the Authority, or for which the Authority is otherwise responsible, the terms of which preclude such termination.
- b. Upon termination of the authority (i) the obligations of the Authority shall be paid, (ii) any Water Right or Facility contributed by a Member shall be returned to that member, unless the Member agrees to a different distribution, and (iii)

all other assets shall be distributed as provided in the termination agreement.

36. Amendment.

- a. This Agreement may be amended by action taken by the governing body of each Member and upon any required approval given, or deemed to be given, by the Attorney General of Nevada.
- b. A presumption exists that an amendment is appropriate in the event of any subsequent state law change affecting the relative positions of the Members with regard to the matters covered under this Agreement.

Deleted: <#>This Agreement shall be automatically terminated in the event TMWA is not successful in its bid to acquire the Sierra Pacific Power Company water utility assets ¶
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37. Assignment: Binding on Successors. Except as otherwise provided

in this Agreement, the rights and duties of the Members may not be assigned or delegated without the written consent of all Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void *ab initio*. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Members.

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38. Choice of Law. This Agreement shall be governed by the laws of the State of Nevada.

39. Severability. If any provision of this Agreement should be held to be invalid or unenforceable by a final decision of a court of competent jurisdiction, then this Agreement shall terminate unless the remaining provisions are reaffirmed by action of the governing board of each Member within 120 days from the date on which such decision of invalidity or unenforceability becomes final.

IN WITNESS WHEREOF, the Members have caused this Agreement to be executed as of the date written above.

Attest: COUNTY OF WASHOE

County Clerk

Chairman
Board of County Commissioners

Deleted: TED SHORT,

Approved as to form:

Assistant District Attorney

Deleted: MADELYN SHIPMAN

Attest: CITY OF RENO

City Clerk

Mayor

Approved as to form:

Reno City Attorney

Attest: CITY OF SPARKS

City Clerk

Mayor

Approved as to form:

Sparks City Attorney

OFFICE OF ATTORNEY GENERAL

Approved as to form and legality:

Deputy Attorney General

265362-4

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WASHOE COUNTY BOARD OF COMMISSIONERS

***RESOLUTION AND NOTICE OF INTENT
TO TERMINATE AGREEMENT WITH
SUSTAIN TECHNOLOGIES, INC.***

WHEREAS, the Washoe County Board of Commissioners ("Board"), on behalf of the Reno and Sparks Justice Courts ("Courts"), entered into an agreement with Sustain Technologies, Inc. ("Sustain"), on or about January 21, 2009 ("Agreement"), for the configuration, interfacing, system testing, data conversion, documentation, installation, implementation, training, use, support and update of a new case management system known as *eCourt* ("the system"), a software product that Sustain represented it had fully developed and would need only configuration and interface work to make compatible for the Courts' purposes;

WHEREAS, the Agreement set forth detailed component tasks and deadlines in order to "go live" with the system on or before September 30, 2009, however, those deadlines and the "go live" date passed without Agreement compliance or adequate performance by Sustain;

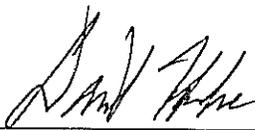
WHEREAS, the many attempts by the Courts to work with Sustain to bring the system online, even on a smaller scale, and the many promises by Sustain to deliver and perform, all proved unsuccessful, as admitted by Sustain such as in its latest list of uncompleted work items totaling in excess of 150; and

WHEREAS, Sustain's many failures and breaches constitute substantial failure to fulfill its obligations under the Agreement, creating the reasonable belief in the Courts and the Board that Sustain cannot perform and not in any timely manner;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby issues notice pursuant to the Agreement of its intent to terminate the Agreement effective on close of business Friday, December 11, 2009, subject to Sustain's chance under the Agreement to further consult with the Courts and attempt to deliver the system as promised and represented in the Agreement on or before said date.

DATED this 10th of November, 2009.





Chair, David Humke
Washoe County Board of Commissioners

09-1189

RESOLUTION – Authorizing the Grant of Public Money to a Private Nonprofit Organization

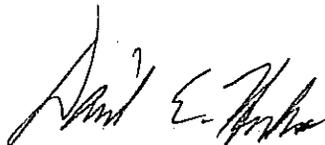
WHEREAS, NRS 244.1505 provides that a board of county commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county and that a board may make a grant of money to a private organization, not for profit, to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that a certain amount of money is available from the from the U.S. Department of Housing and Urban Development, Homeless Prevention and Rapid Re-housing Program (HPRP) CFDA #14.257, federal award number HPRP-2009-0031 grants, will provide a substantial benefit to the inhabitants of Washoe County and are made to private nonprofit organizations; now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Washoe Legal Services a private, nonprofit organization, a grant in the amount of \$50,000 (Community Support).
2. The purpose of the HPRP is to provide homeless prevention assistance to households who would otherwise become homeless-many due to the economic crisis-and to provide assistance to rapidly re-house persons who are homeless. These funds will support crisis intervention services programs focusing on the legal services needed by those at risk of eviction.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are set forth in the Grant Program Contract.

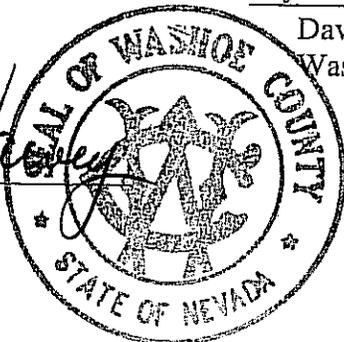
Adopted this 10th day of November 2009



David E. Humke, Chairman
Washoe County Commission

ATTEST:


County Clerk



0671-60

RESOLUTION – Authorizing the Grant of Public Money to a Private Nonprofit Organization

WHEREAS, NRS 244.1505 provides that a board of county commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county and that a board may make a grant of money to a private organization, not for profit, to be expended for a selected purpose; and

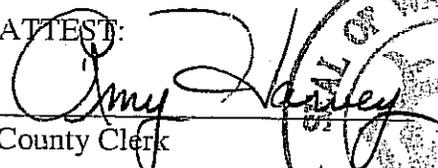
WHEREAS, the Board of Commissioners of Washoe County has determined that a certain amount of money is available from the from the U.S. Department of Housing and Urban Development, Homeless Prevention and Rapid Re-housing Program (HPRP) CFDA #14.257, federal award number HPRP-2009-0031 grants, will provide a substantial benefit to the inhabitants of Washoe County and are made to private nonprofit organizations; now, therefore, be it

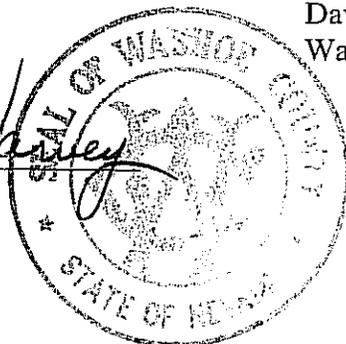
RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Nevada Legal Services a private, nonprofit organization, a grant in the amount of \$50,000 (Community Support).
2. The purpose of the HPRP is to provide homeless prevention assistance to households who would otherwise become homeless-many due to the economic crisis-and to provide assistance to rapidly re-house persons who are homeless. These funds will support crisis intervention services programs focusing on the legal services needed by those at risk of eviction.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are set forth in the Grant Program Contract.

Adopted this 10th day of November 2009

ATTEST:


County Clerk





David E. Humke, Chairman
Washoe County Commission

09-1190

RESOLUTION – Authorizing the Grant of Public Money to a Private Nonprofit Organization

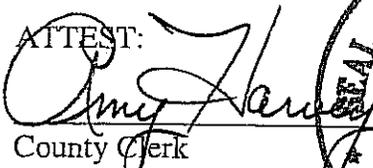
WHEREAS, NRS 244.1505 provides that a board of county commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county and that a board may make a grant of money to a private organization, not for profit, to be expended for a selected purpose; and

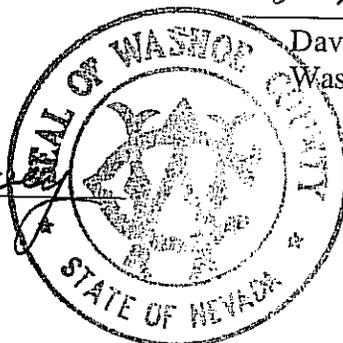
WHEREAS, the Board of Commissioners of Washoe County has determined that a certain amount of money is available from the from the U.S. Department of Housing and Urban Development, Homeless Prevention and Rapid Re-housing Program (HPRP) CFDA #14.257, federal award number HPRP-2009-0031 grants, will provide a substantial benefit to the inhabitants of Washoe County and are made to private nonprofit organizations; now, therefore, be it

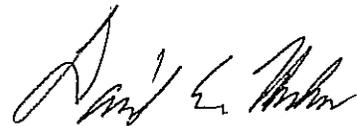
RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Saint Mary's Foundation- Kids to Senior Korner a private, nonprofit organization, a grant in the amount of \$160,000 (Community Support).
2. The purpose of the HPRP is to provide homeless prevention assistance to households who would otherwise become homeless-many due to the economic crisis-and to provide assistance to rapidly re-house persons who are homeless.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are set forth in the Grant Program Contract.

Adopted this 10th day of November 2009

ATTEST:

County Clerk




David E. Humke, Chairman
Washoe County Commission

09-1196

RESOLUTION – Authorizing the Grant of Public Money to a Private Nonprofit Organization

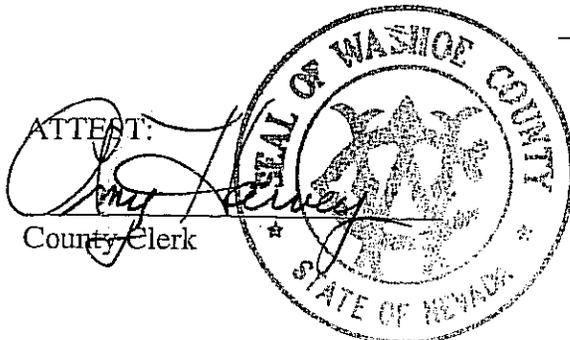
WHEREAS, NRS 244.1505 provides that a board of county commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county and that a board may make a grant of money to a private organization, not for profit, to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that a certain amount of money is available from the from the U.S. Department of Housing and Urban Development, Homeless Prevention and Rapid Re-housing Program (HPRP) CFDA #14.257, federal award number HPRP-2009-0031 grants, will provide a substantial benefit to the inhabitants of Washoe County and are made to private nonprofit organizations; now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Children's Cabinet a private, nonprofit organization, a grant in the amount of \$80,000 (Community Support).
2. The purpose of the HPRP is to provide homeless prevention assistance to households who would otherwise become homeless-many due to the economic crisis-and to provide assistance to rapidly re-house persons who are homeless.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are set forth in the Grant Program Contract.

Adopted this 10th day of November 2009



[Signature]
David E. Humke, Chairman
Washoe County Commission

09-1190