

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

TUESDAY

10:00 A.M.

MAY 15, 2012

PRESENT:

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

Nancy Parent, Chief Deputy Clerk
Katy Simon, County Manager
Paul Lipparelli, Legal Counsel

The Washoe County Board of Commissioners convened at 10:00 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Chief Deputy Clerk called the roll and the Board conducted the following business:

12-397 AGENDA ITEM 3 – PUBLIC COMMENT

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

Lonnie Feemster, Reno-Sparks National Association for the Advancement of Colored People (NAACP) representative, said he received many calls from NAACP members, family, and friends who used the Duncan/Traner Community Library. He stated their concern was the Library only provided community access five hours per week as it was; and the area critically needed the Library to promote literacy and to get young people engaged in loving to study and learn, because there was a direct correlation between low academic achievement and incarceration. He said he was here today to ensure the Commission received the community’s input regarding how important the Library was to families lacking other resources. He asked the Board to keep this need in mind when determining what the County’s budget would be.

Sam Dehne addressed the Board regarding the County’s budget.

Darryl Feemster pleaded with the Commission to keep the Duncan/Traner Community Library open. He said the Library was one of the few resources in the northeast area of the community, and it had a significant impact on the students at the

school. He stated he was a member of the Reno Cigar Lions Club (RCL), which provided computers for low income children to take home. He said the RCL made the school the focus of that effort because the members recognized very few, if any, of those children had computers at home. He stated the RCL placed computers in the homes of 100 students, but the students needed the support of the Library to learn how to access the Internet. He said he disagreed with the Library Director saying that having a staff member for five hours a week at the Duncan/Traner Community Library was not the best use of public dollars.

12-398 AGENDA ITEM 4 – ANNOUNCEMENTS

Agenda Subject: “Commissioners'/Manager's Announcements, Requests for Information, Topics for Future Agendas, Statements Relating to Items Not on the Agenda and any ideas and suggestions for greater efficiency, cost effectiveness and innovation in County government. (No discussion among Commissioners will take place on this item.)”

Katy Simon, County Manager, shared comments from a family regarding Joti Bhakta’s, Social Services Supervisor in Senior Services, positive role during their Mother’s passing, and from Cynthia Albright, who worked in the local development community, to the Public Works staff for the work they did on reviewing and commenting on applications. She said John Murray, Sierra Fire Protection District Logistics Technician, was commended for his assistance to an elderly motorist stranded in Washoe Valley.

Commissioner Weber asked the Manager to explain for the public the role of the Library Board of Trustees. Ms. Simon said funding was provided by the Board of County Commissioners, but the Trustees decided how those funds would be used and made the decisions regarding programming, operations, and library hours. She stated the information provided to the Commission regarded eight vacant positions being reduced and the possible closure of smaller libraries and/or reduced hours. She advised Library Director Arnie Maurins would be present later in the meeting to answer questions. Chairman Larkin noted that discussion would take place during Agenda Item 15, Recommended Final Budget for FY 2012-13.

Commissioner Humke stated the Primary Election was being held on June 12, 2012. He said the cutoff for registering by mail was May 12, 2012, but people could still register in person at the office of the Registrar of Voters until May 22, 2012.

Commissioner Humke requested a report about the mitigation efforts being done by public and private landowners to prevent flooding from happening in the areas burned during the two recent fires. He advised the staff at Bartley Ranch Regional Park engaged in a fantastic volunteer effort to replant the areas destroyed by fire.

Commissioner Weber said in January 2012, she requested a discussion regarding the Citizen Advisory Boards (CAB’s). Ms. Simon said staff was interviewing

the Commissioners to obtain their input on where they saw the CAB's going. She said the intent was to have an agenda item in June 2012.

Commissioner Weber stated the Nevada Association of Counties (NACO) was meeting monthly in different counties throughout the year. She stated the National Association of Counties (NACo) was looking for commissioners to participate in different steering committees. She said she wanted to serve on the Transportation Committee, and she suggested Commissioner Humke serve on the Justice and Law Enforcement Committee. She stated there were many committees, and she hoped the Commissioners would consider serving on some of them. She said there was a Western Region Committee at the national level, which was proposing to have a quarterly conference call to discuss what was happening in the region and what could be done to work together. She stated the State was looking at merging the two regional Workforce Investment Boards, and there would be a presentation and discussion at the next NACO Board meeting on whether or not that was a good idea. She said the next meeting was scheduled for the third Friday in June.

Chairman Larkin requested an update on the status regarding the reversion of the Sky Ranch Park back to the original owner. He noted Tom Pagnano, Lt. Colonel in the Civil Air Patrol, passed away two weeks ago, and he requested a tribute resolution be prepared and scheduled for mid-June for Lt. Colonel Pagnano. He stated his passing was a great loss to the community.

12-399 AGENDA ITEM 5 – PROCLAMATION

Agenda Subject: “Proclamation--May 26 - June 3, 2012 as Lake Tahoe Basin Wildfire Awareness Week--Fire Services Coordinator. (Commission District 1.)”

Commissioner Breternitz read and presented the Proclamation to Fire Chief Mike Brown, North Lake Tahoe Fire Protection District (NLTFPD). Chief Brown thanked the Commission for the Proclamation. He said the NLTFPD usually started its fire prevention efforts later in the season to try and get more participation from the homeowners owning second homes. He stated surviving a wildfire was the responsibility of each homeowner, and the NLTFPD had a lot of ways planned for getting the word out that the homeowners were responsible for the safety of their properties.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5 be adopted.

CONSENT AGENDA – AGENDA ITEMS 6A THROUGH 6G(3)

10:33 a.m. Commissioner Humke left the meeting prior to the vote on the Consent Agenda.

12-400 AGENDA ITEM 6A

Agenda Subject: “Approve minutes for the Board of County Commissioners' meeting of April 10, 2012.”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 6A be approved.

12-401 AGENDA ITEM 6B – LIBRARY

Agenda Subject: “Approve request to donate surplus items to the Friends of Washoe County Library--Library. (All Commission Districts.)”

Commissioner Jung said the Commission wanted to acknowledge the County also made donations to other organizations. She advised the County’s Library System was donating surplus items to the Friends of the Washoe County Library, which was a non-profit that raised money for the Washoe County Library System.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 6B be approved.

12-402 AGENDA ITEM 6C(1) – COMMUNITY SERVICES

Agenda Subject: “Approve request to initiate proceedings to amend the Washoe County Code (Chapter 100-Building Codes) to adopt the 2009 International Energy Conservation Code effective on July 1, 2012; and direct the County Clerk to submit the request to the District Attorney for preparation of a proposed ordinance, pursuant to Washoe County Code sections 2.030 and 2.040--Building and Safety/Clerk. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 6C(1) be approved and directed.

12-403 AGENDA ITEM 6C(2) – COMMUNITY SERVICES

Agenda Subject: “Approve Washoe County Commission Chair Larkin’s recommendation to reappoint James Barnes to the Washoe County Planning

Commission representing At-Large South of the Truckee River for a term beginning July 1, 2012, and ending June 30, 2016, or until such time as a successor is appointed--Community Development. (Commission Districts 1, 2, 3 and 5.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that James Barnes be reappointed to the Washoe County Planning Commission representing At-Large South of the Truckee River for a term beginning July 1, 2012, and ending June 30, 2016, or until such time as a successor is appointed.

12-404 AGENDA ITEM 6C(3) – COMMUNITY SERVICES

Agenda Subject: “Approve County Commission Chair Larkin’s recommendation to reappoint Kim Toulouse to the Washoe County Board of Adjustment representing County Commission District 5 for a term beginning July 1, 2012, and ending June 30, 2016, or until such time as a successor is appointed--Community Development. (Commission District 5.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Kim Toulouse be reappointed to the Washoe County Board of Adjustment representing County Commission District 5 for a term beginning July 1, 2012, and ending June 30, 2016, or until such time as a successor is appointed.

12-405 AGENDA ITEM 6C(4) – COMMUNITY SERVICES

Agenda Subject: “Approve reappointment of Washoe County Planning Commissioner Roy Hibdon to the Truckee Meadows Regional Planning Commission to a second full term commencing on July 1, 2012, and expiring on June 30, 2015, or until such time as a successor is appointed--Community Development. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Washoe County Planning Commissioner Roy Hibdon be reappointed to the Truckee Meadows Regional Planning Commission to a second full term commencing on July 1, 2012, and expiring on June 30, 2015, or until such time as a successor is appointed.

12-406 AGENDA ITEM 6C(5) – COMMUNITY SERVICES

Agenda Subject: “Approve Extension Agreement between Washoe County and Washoe Ranch Properties, LLC, deferring the application and processing of a tentative map (TM 10-19-97 - Ophir Lakes) until June 1, 2014, to facilitate the possible sale of the property (part of the formers Winters Ranch in Washoe Valley) to the United States for conservations/open space--Community Development. (Commission District 2).”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 6C(5) be approved.

12-407 AGENDA ITEM 6C(6) – COMMUNITY SERVICES

Agenda Subject: “Award bid for the 2012/2013 Street Cut Pavement Repair Project for the Incline Village Area to West Coast Paving, Inc., the lowest responsive, responsible bidder [\$73,000.00 - Funding Source is the Roads Special Revenue Fund - Street Cut Permit Fees]--Public Works. (Commission District 1.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 6C(6) be awarded.

12-408 AGENDA ITEM 6C(7) – COMMUNITY SERVICES

Agenda Subject: “Adopt and execute five Resolutions Accepting Irrevocable Offer of Real Property for Use as a Public Street [Portions of Spanish Springs Valley Ranches Unit 1, Division of Land Map No. 20, 6.1 miles of roadway; Portions of Spanish Springs Valley Ranches Unit 2, Division of Land Map No. 23, 6.9 miles of roadway; Irrevocable Offer of Dedication for portion of Encanto Drive, Recorded Document No. 4054215, 3.97 acres; Irrevocable Offer of Dedication for a portion of Encanto Drive, Recorded Document No. 4054216, 1,972 square feet; Irrevocable Offer of Dedication for a portion of Valle de Sol Blvd, Recorded Document No. 4054217, 1,118 square feet] for use as public street rights- of-way including Barranca Drive, Encanto Drive, Encanto Court, Los Arboles Lane, Quivera Lane, Capistrano Drive, a portion of Alamosa Drive, Valle Verde Drive, Agua Fria Drive, Rio Seco Lane, El Molino Drive, Los Pinos Drive, Valle De Sol Blvd, La Mancha Drive, La Jolla Lane, a portion of La Posada Drive, Cielo Vista Drive, and Piedras Drive for Special Assessment District No. 32 (Spanish Springs Valley Ranches Roads); and authorize the Acting Public Works Director to record the Resolutions--Public Works. (Commission District 4.)”

Chairman Larkin commented this agenda item was the culmination of Special Assessment District (SAD) 32. He noted Agenda Item 12 was to pay AT&T to relocate telephone facilities for SAD 32. He said the project should be completed by the fall of 2012, and he requested a status update later in the summer.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 6C(7) be adopted, executed, and authorized. The Resolutions for same are attached hereto and made a part of the minutes thereof.

12-409 AGENDA ITEM 6D(1) – FINANCE

Agenda Subject: “Acknowledge receipt of the 30th Annual Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada for the County’s Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2011-- Comptroller. (All Commission Districts.)”

Commissioner Jung felt it was important the receipt of the 30th Annual Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada for the County’s Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2011 be acknowledged. She said the Comptroller and the Finance Director, and the Director’s team, should be commended for that achievement, which was a very high honor to receive.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 6D(1) be acknowledged.

12-410 AGENDA ITEM 6D(2) – FINANCE

Agenda Subject: “Acknowledge appropriation adjustments within the Washoe County Capital Facilities Tax Fund [no fiscal impact]. (All Commission Districts.)”

Commissioner Weber felt this item needed to be further explained for the public. Sherri Mendez, Finance Director, stated this item was an appropriation adjustment related to the Sparks Justice Court. She advised initially \$3 million was budgeted for the Sparks Justice Court, but the final plans came in at \$3.35 million. Commissioner Weber said that information should have been included in the agenda’s explanation of the item.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 6D(2) be acknowledged.

12-411 AGENDA ITEM 6E(1) – MANAGER

Agenda Subject: “Approve Memorandum of Agreement between Washoe County and Washoe County Senior Services for a Washoe County Human Services Consortium grant [\$14,972] for Fiscal Year 2011-2012; authorize the Director of Senior Services to sign and accept the award and direct the Finance Department to make the appropriate budget adjustments--County Grants Administrator. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 6E(1) be approved, authorized, and directed.

12-412 AGENDA ITEM 6E(2) – MANAGER

Agenda Subject: “Acknowledge receipt of an update report on the status of the Washoe County American Recovery and Reinvestment Act 2009 (Stimulus) projects for January through March 2012--County Grants Administrator. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 6E(2) be acknowledged.

12-413 AGENDA ITEM 6E(3) – MANAGER

Agenda Subject: “Approve the Washoe County Grant Management Policy Manual--County Grants Administrator. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 6E(3) be approved.

12-414 AGENDA ITEM 6F(1) – SHERIFF

Agenda Subject: “Approve request by the Washoe County Sheriff's Office through the County Clerk pursuant to Washoe County Code 2.030 to approve a request to amend the Washoe County Code (Chapter 54) concerning Alarm Registration and False Alarms by deleting the provision found in WCC 54.040(5)(d) that waived the registration fee and by modifying appendix A Fee Schedule by deleting the provision relating to waiver of registration fees and directing the Clerk to submit the request to the District Attorney for preparation of a proposed ordinance pursuant to Washoe County Code 2.040--Clerk. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 6F(1) be approved and directed.

12-415 AGENDA ITEM 6F(2) – SHERIFF

Agenda Subject: “Approve Sheriff's Security Agreement between the Pyramid Lake Paiute Tribal Police and the County of Washoe on behalf of the Washoe County Sheriff's Office to provide civilian staff for dispatch services, uniformed Sheriff Deputy for security and a Search and Rescue boat for Patrol during the Pyramid Lake Symbiosis event to be held May 17, 2012 through May 22, 2012 [no cost to Washoe County]. (All Commission Districts.)”

Commissioner Humke said after consulting with the Board's Legal Counsel, he believed he needed to disclose a possible conflict regarding this agenda item. He advised he represented High Rock Security, Oakland, California, in a separate contract negotiation with the Symbiosis event, and he discussed their contract with certain Washoe County Sheriff's Office officials. He said because of the potential appearance of a conflict regarding this agenda item, he would not be voting on it. Commissioner Humke left the meeting before the vote on this item occurred.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 6F(2) be approved.

12-416 AGENDA ITEM 6F(3) – SHERIFF

Agenda Subject: “Approve Agreement for Contract Legal Services between the County of Washoe (on behalf of the Washoe County Sheriff's Office) and Patrick Dolan [\$80,730] for July 1, 2012 to June 30, 2013. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 6F(3) be approved.

12-417 AGENDA ITEM 6F(4) – SHERIFF

Agenda Subject: “Accept monetary donations [\$4,835.16] to Washoe County Regional Animal Services for the period of January 1, 2012 through March 31, 2012 to be used for the humane care and treatment of stray, abandoned, sick and/or injured animals received at the shelter; and if accepted, express appreciation for these thoughtful contributions and direct the Finance Department to make the appropriate budget adjustments--Animal Services. (All Commission Districts.)”

Commissioner Jung expressed her appreciation for the monetary donations on behalf of the Board.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 6F(4) be accepted, expressed, and directed.

12-418 AGENDA ITEM 6F(5) – SHERIFF

Agenda Subject: “Accept Fiscal Year 2012 Local Edward Byrne Memorial Justice Assistance Grant (JAG) funds [\$63,810, no County match] for purchase of Law Enforcement equipment, Law Enforcement related training and travel, and personnel costs including overtime and part time/hourly intermittent personnel that are currently grant funded; and if accepted, approve Interlocal Agreement between the City of Reno, on behalf of the Reno Police Department, Washoe County, on behalf of the Washoe County Sheriff’s Office and City of Sparks, on behalf of the Sparks Police Department for the Management and Disposition of 2012 Justice Assistance Grant (JAG) Program Award. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 6F(5) be accepted and approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

12-419 AGENDA ITEM 6G(1) – TREASURER

Agenda Subject: “Approve Resolution directing County Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment; ratifying all actions previously taken; and providing other matters properly relating thereto (special assessment districts: WCAD 23 – Arrowcreek Water, WCAD 32 – Spanish Springs Valley Ranch Rd, WCAD 35 – Rhodes Road, WCAD 37 – Spanish Springs Sewer Phase 1A.) (Commission Districts 2, 4 and 5.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 6G(1) be approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

12-420 AGENDA ITEM 6G(2) – TREASURER

Agenda Subject: “Approve Interlocal Agreement between the County of Washoe and the Sierra Fire Protection District for the investment of funds in the Washoe County Investment Pool [no fiscal impact]. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 6G(2) be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

12-421 AGENDA ITEM 6G(3) – TREASURER

Agenda Subject: “Approve Interlocal Agreement between the County of Washoe and the Truckee Meadows Fire Protection District for the investment of funds in the Washoe County Investment Pool [no fiscal impact]. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 6G(3) be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

BLOCK VOTE – AGENDA ITEMS 9, 10, 11, 12, AND 13

10:35 a.m. Commissioner Humke returned during the Manager’s reading of the block vote items.

12-422 **AGENDA ITEM 9 – TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY**

Agenda Subject: “Recommendation to approve Employment Agreement between the County of Washoe, the Truckee River Flood Management Authority and Jay Aldean to fill the vacant Executive Director position for the Flood Management Authority; authorize the expenditure from the 1/8 cent sales tax dedicated to the Truckee River Flood Management Authority--Truckee River Flood Management Authority. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 9 be approved and authorized.

12-423 **AGENDA ITEM 10 – COMMUNITY SERVICES/REGIONAL PARKS AND OPEN SPACE**

Agenda Subject: “Recommendation to consideration and possible approval of a request for sponsorship of Artown 2012, including waiver of park facility rental fees and printing services [not to exceed \$7,000 of in-kind costs]--Community Services/Regional Parks and Open Space. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 10 be approved.

12-424 **AGENDA ITEM 11 – COMMUNITY SERVICES/REGIONAL PARKS AND OPEN SPACE**

Agenda Subject: “Recommendation to release the specific capital restriction on \$1 million dollars of Parks Capital Funds provided by the sale of Sierra Sage Golf Course water rights; authorize the equivalent transfer of cash to the Other Restricted Fund 270 for purposes of on-going maintenance of new facilities constructed in the North Valleys Regional Park; authorize investment income to be allocated to these funds retroactive to October 25, 2011 and on an on-going basis; authorize the Finance Department to make all appropriate cash transfers and adjustments--Community Services/Regional Parks and Open Space. (Commission District 5.)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 11 be approved and authorized.

12-425 AGENDA ITEM 12 – COMMUNITY SERVICES/PUBLIC WORKS

Agenda Subject: “Recommendation to approve funding to AT&T for the relocation of telephone facilities for Special Assessment District No. 32 (Spanish Springs Valley Ranches Roads) [not to exceed \$385,000, funding source is the Capital Improvement Fund, Project SA599320]; and if approved, authorize the Acting Public Works Director to execute an amended agreement with AT&T as agent for Washoe County--Community Services/Public Works. (Commission District 4.)”

There was no response to the call for public comment.

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

12-426 AGENDA ITEM 13 – FINANCE/RISK MANAGEMENT

Agenda Subject: “Recommendation to award Request for Proposal No. Contract 2811-12 for Third-Party Claims Administration Services for Washoe County’s Self-Insured Workers’ Compensation Program to Cannon Cochran Management Services Inc. (CCMSI) [estimated amount \$52,394 annually, for a total estimated amount of \$157,182 for three years]; and if approved, authorize Chairman to execute three year Service Agreement between Washoe County and Cannon Cochran Management Services, Inc., with two one-year renewal options, at the discretion of the County--Finance/Risk Management. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 13 be approved, authorized, and executed.

12-427 AGENDA ITEM 14

Agenda Subject: “Consideration of departmental budget appeals and possible direction to staff: District Court and Sparks Justice Court”

Katy Simon, County Manager, said there were no departmental budget appeals at this time because the appeals that had been received were resolved.

Agenda Subject: “Status report and direction to staff on Fiscal Year 2012/2013 recommended Final Budget--Finance. (All Commission Districts.)”

Katy Simon, County Manager, thanked the budget team and the departments for their work in bringing forward a balanced budget that reflected the Commission’s policy direction and the desires of the public, while navigating a very difficult economic recession.

Alan Rosen, Budget Director, reviewed his PowerPoint Presentation, which highlighted Department Reductions, the General Fund (Year End vs. Next Year), the Revenue and Expenditure Assumptions, the Recommended Budget Impacts, and the Budget Survey Results. A copy of the presentation was placed on file with the Clerk. He said the recommended budget highlighted any changes made since April 24, 2012. He stated one of the changes was an increase in the recommended reduction for the Conflict Counsel and a lowering of the recommended reductions for the District Court and for the Reno Justice Court. He said the figures for Finance and the Medical Examiner included revenue enhancements that would offset the need for reductions. He stated the Sheriff’s 20 FTE’s reflected a reduced vacancy pool and not actual decreases in positions. He said if agreements were reached with the employee associations, the impacts of the reductions could be reduced. He noted the Unassigned Fund Balance shown on the “General Fund (Year End vs. Next Year)” slide would be 8 percent, which was within the range set by the Board.

Mr. Rosen stated the budget survey was available to the public from April 23 through May 8, 2012. He said even though the survey was not statistically valid, it did provide some idea of the citizens’ priorities. He noted the budget survey results never varied more than 1 percent from the actual allocations in the recommended budget, and the survey indicated 58 percent of the respondents favored a tax increase. He said the largest portion of the increase went to public safety, senior services, and public health.

Mr. Rosen stated staff was requesting direction from the Commission regarding any possible changes to the final budget. He said the public hearing on the final budget was scheduled for next Monday, May 21, 2012.

Commissioner Jung asked what would happen if the horrible reductions to the budget meant mandated service levels were not met. Ms. Simon said it had not been identified which departments had said they would not be able to meet their mandates, but concerns had been expressed. She stated in many cases it depended on what the mandate was because there were sanctions in statute regarding the failure to meet some mandates, but not others. She said the response times by Child Services was taken very seriously and would be met. She stated she would get back to the Commission with any information from the departments regarding any reductions that would mean a failure to meet mandates. She stated as a rule that would not be allowed to happen, but it created serious pressure on the rest of the organization. Commissioner Jung said she would like

to see the cost/benefit of any sanction. She stated if the sanction was diminutive, such as \$15, she hoped that would be kept in mind when the decisions were being made. Ms. Simon stated there would be a legislative workshop next week; and the department heads were being asked to provide information on whether there were mandates that could not be met, were nonsensical, or no longer appropriate.

Commissioner Jung noted it was the Board's policy to have an 8 to 10 percent ending-fund balance, but what was the State's requirement. Ms. Simon replied the statute required 4 percent, but the Government Finance Association's recommendation was 16 percent. She said the County could not operate with only 4 percent, because it provided less than two weeks of operating capital, particularly with the delay in getting the property tax revenues in during the summer months. She advised part of the County's high bond rating was tied to keeping strong fund balances. She said it was the Commission's policy to keep adequate fund balances, which allowed 30 days of operating capital. She stated clearly the County would like to have more operating capital behind it, but it was a balancing act because having more operating capital would require cutting services even further. Commissioner Jung felt this was important to note because of today's *Reno Gazette-Journal (RGJ)* article about the ending-fund balances maintained by the municipalities.

Chairman Larkin stated the charges for services for each department was likened to robbing Peter to pay Paul. Ms. Simon explained the overhead costs were reflected and calculated for the departments funded from the General Fund to understand the full costs, but the money was not moved within the General Fund. She said departments funded from restricted and special revenues outside the General Fund were being charged.

Chairman Larkin asked if the agencies and municipalities the County had been subsidizing were being aggressively pursued. Ms. Simon stated in the County's budget plan, the restricted funds were being charged for overhead costs over the next three years per the Commission's direction. She said within the budgets, District Health and Senior Services would not be fully charged for their overhead this year because it would be too dramatic of an impact on them. She stated in terms of pursuing outside funding of overhead costs, those overhead costs were being captured wherever possible. She stated full funding was not being provided from every entity that owed the County money on a contract, nor was the funding for every grant that allowed indirect costs because many of them were already in place for the Federal Fiscal Year. She said the departments were directed to apply the indirect costs into their next budget cycle where allowed. Chairman Larkin asked when the schedule would be available for each agency that would do that. Ms. Simon said staff was asked to develop three-year financial plans for every department by December 31, 2012, but this year's budget needed to be closed before developing those plans. She said staff intended to bring that information to the Commission by the fall. Chairman Larkin stated that would allow those conversations to happen in the normal budgeting process. He asked if there were rough estimates of what the outside agency subsidies were. Ms. Simon said she would have to get back to the Commissioners on when that estimate would be available, because most of that would be

under grant funding. She stated there was \$40 million in grants this year, and the departments needed to check to see what direct costs were allowable.

Commissioner Jung requested information on the change in the Conflict Counsel's budget. John Berkich, Assistant County Manager, stated the budget for Washoe Legal Services Budget (WLS) proposed adopting a \$3 filing fee, which was authorized in the last legislative session. He said the money was specifically for the legal representation of children in child care and would go to WLS. He stated the proposal was the County would implement that fee, and the estimate was it would generate approximately \$300,000. He said the contract with WLS would be reduced by \$213,000, which would net WLS \$526,014; meaning the revenue for WLS would go up. He stated this reduced support of WLS by the General Fund, and the savings could be used to offset reductions for the Public Defender and the Alternate Public Defender. Otherwise, they would have to reduce the Family Court attorneys, which would cause the Court to make appointments resulting in a substantial cost increase to the County. He stated the appointed attorneys charged at the statutory rate of \$100 per hour.

10:59 a.m. Chairman Larkin left the meeting and Vice Chairperson Weber assumed the gavel.

Mr. Berkich said staff felt this proposal was a win-win and would allow WLS to hire another attorney to represent more children in foster care. He stated Clark County was contributing \$480,000 from the General Fund in addition to the \$3 fee. He said if the County did the same relative amount as Clark County, Washoe County would only be funding \$100,000 instead of almost \$250,000. He stated Washoe County continued to lead the State in this kind of service to the children in need in foster care.

Commissioner Humke asked who provided the estimate on how much the fee would generate. Mr. Berkich replied the estimate was provided by the County Recorder. He said she went back four to five years with her projections, which took into account the lower number of deals being experienced recently. He stated the actual amount of the revenue could go up if the economy improved, and all of the funds collected would be remitted to WLS per statute.

Commissioner Humke noted the estimate was 80 percent of the children in foster care were represented. Mr. Berkich said that was correct, and WLS could represent 450 to 500 of the 600 children in foster care every day. Commissioner Humke asked why 20 percent of the children were not represented. Mr. Berkich said the 120 CASA volunteers also assisted this particular population, even though they could not represent the children legally. He stated not all of the children in foster care needed legal representation, but it would certainly be ideal if they all received legal representation. He said the attempt was to provide legal representation to most children most in need and, with this plan, 500 out of 600 children would receive legal representation. Commissioner Humke said the proper venue to decide which children needed legal representation was with the court. Mr. Berkich said if there was any child in foster care that lacked legal representation, a judge would not hesitate to appoint legal counsel. Commissioner Humke

asked if it was a statutory responsibility to assign legal counsel for the children. Mr. Berkich said many in the legal profession believed it was a constitutional responsibility.

Commissioner Humke asked what the \$213,000 would be used for. Mr. Berkich stated it would stay in the General Fund to offset the savings that would not be achieved by the Public Defender and the Alternate Public Defender, which had a target of \$400,000. He said the \$213,000 was a partial payment towards that amount, which would not be reduced otherwise. Commissioner Humke stated that was one way of excusing a cut they would have to make. Mr. Berkich said that was correct. He stated the attorneys had determined they were not obligated to provide legal representation to parents, so three to four attorneys in Family Court would be cut. He advised the issue was that would force the court to appoint attorneys, which would be very expensive. He stated this action would be an offset to that expense and the other \$200,000 would be absorbed throughout the balance of the General Fund. Commissioner Humke said the Public Defender, the Alternate Public Defender, and possibly the Conflict Counsel would remain whole in the representation of the parents in Family Court. He believed a lot of the parents were subject to a termination of parental rights. Mr. Berkich said that was correct. The guidance from the court indicated an attorney was needed for those parents because that supported the concept of reunification to the largest possible extent.

Commissioner Humke said this was a pay us now or pay us later situation. He said when a social worker or a District Attorney suggested to a parent their parental rights needed to be terminated, first they participated in the permanency planning process to determine what would happen to those children long term and to see if some of the parents deficits could be cured. He stated the parent could appeal if it went all the way through to a termination of parental rights, but appeals cost money; and that was where another payment came in downstream. He felt to provide the parent representation was the best way to do it and would be considered a best practice by the Family Court.

Commissioner Jung asked if constitutionally the parents were 100 percent guaranteed legal representation. Paul Lipparelli, Legal Counsel, read Statute 432B.420. He stated appointment of an attorney lay in the hands of the court and not every case required an appointment. He said the point Mr. Berkich was trying to make was if a system was not in place to do this work, the appointment of counsel could become expensive very quickly.

Commissioner Jung asked what the United States Constitution had to say, how many other states did this, and where did Nevada rank. Mr. Lipparelli replied the Constitutional rights of parents and children was evolving, and he would hesitate to say there were clear Constitutional mandates. He said apart from that issue, the Legislature had paved the way for this through its passage of the statute. Commissioner Jung stated the statute only said may and not shall or must. Mr. Lipparelli said some of the appointments made were fairly fleeting, because long-term liberty was not at stake as it would be in a criminal case.

11:12 a.m. Chairman Larkin returned to the meeting and assumed the gavel. Commissioner Weber left the meeting.

Commissioner Jung asked how many other states provided legal representation for children in foster care. Mr. Berkich believed 31 states did so.

Paul Elcano, WLS Executive Director, said constitutionally, it was an open question on whether or not parents or children were required to have counsel because virtually all of the states provided counsel for them. He noted the last time he checked only three to four states did not require children be represented by lawyers. He said he was disappointed the Manager's Office compared Washoe County to Clark County, because their system had been a mess for years. He stated the Washoe County system was excellent, and he believed it might be the best in the country. He said the County was fortunate to have the quality of people it did representing the children.

Mr. Elcano said he was very disappointed the budget for the Conflict Counsel was approached the way it was. He stated he and Barbara Buckley went to the Legislature with the goal of representing all of the children. He said that meant having the intervention of a lawyer early on to determine if they needed representation and to what extent it was needed, rather than having that determination happen further down the road. He said the legislation was passed to improve the funding available to represent the children. He felt taking this money from the WLS contract was telling him not to go to the Legislature again; because any new money would not be subject to the normal budget cuts, but would be taken away and the contract further reduced. He stated WLS had always taken the position of being happy to take the same budget cuts as everyone else in their category. The WLS position was the ordinance should be a separate and distinct item from the budget talks, and the Board could enact it or not as the Board saw fit. He said inside the budget talks, WLS felt they should not be subjected to any different treatment than anybody else.

Mr. Elcano said his numbers, which might be slightly off because they were not updated daily, showed 665 children in foster care. He noted WLS represented 40 percent of them, which would go up because a new lawyer had been hired. He said with the proposed approach, the number would go up to maybe 60 percent and not the 80 mentioned earlier. He stated it was his opinion the children were constitutionally entitled to counsel, but there was no court opinion because the issue had not been litigated.

Mr. Elcano said the \$200,000 was less than .1 percent of the County's budget. He stated a 4.6 percent cut would cover the \$200,000 as opposed to WLS having to take a 45.5 percent cut in the contract. He said it was difficult to know what the filing fee would generate, and his estimate at the time the legislation was passed was just over \$200,000. He stated WLS had a bad experience in the past with required fees. He explained there was an increase in filing fees several years ago in the Justice Court, and the landlords started bundling documents under one filing fee. He said that meant WLS lost money as a result of the filing fee increase. He stated he did not trust the recording process to fund WLS consistently, nor did he trust the procedures that allowed for

recording documents to fund WLS if people bundled or started filing master deeds or master notices of foreclosure. He said if that occurred, the amount could go way down and WLS would end up losing money.

Mr. Elcano said he always considered what WLS did as a partnership with the County. He stated when it started, the contract amount was \$80,000 and there was one lawyer. He said he went into the community and raised over \$300,000 to support the contract, which currently funded approximately 55 percent of the WLS budget. He stated he went to the Legislature to become a bigger partner and that kind of participation on the part of WLS should not be penalized. He stated this action put a real damper on initiative and set a bad precedent. He stated if this were a normal budget cut, he would not have a quarrel with it, but it was not acceptable to take a certain source of funding away from WLS to support Public Defender positions that might or might not be subject to budget cuts. He said WLS felt it was entitled to being dealt with as part of an across the board budget item, especially considering the investment WLS made with its own money in the representation of children, which he believed was a Constitutional requirement on the states and on the counties.

Mr. Elcano said he submitted a memo to the Commissioners indicating the Early Case Resolution program, which had been carried solely on the shoulders of WLS for the last year and a half, was finally approved by the District Court and was scheduled to start July 1, 2012. He stated this program had done almost nothing for the financial situation of WLS. He said because WLS believed the program would improve justice and would provide significant savings to the County, it was still pursued in spite of the resistance by other legal service providers, the Supreme Court, the District Court, and the Justice Court. He stated he brought this up because those savings were not considered in the budget process. He said WLS took its end of the partnership seriously in helping the County deal with its problems.

Commissioner Jung asked how many responses to the statistically insignificant survey were received. Mr. Rosen replied there were approximately 583 original respondents, but some were eliminated due to incorrect answers. He said those answers were discarded because no one wanted to guess on what the answer might have been, which would skew the results. Ms. Simon noted the statistically significant survey was conducted every two years and it was budgeted into the 2012/12 Fiscal Year.

There was no response to the call for public comment.

Arnie Maurins, Library Director, said he appreciated the opportunity to update the Board on the Library System's budget planning efforts. He stated the Library System was aligning itself with the County's goals of working towards sustainability and operating strategically and competitively, while maintaining the viability of library services throughout the County. He stated the question had been why he was discussing removing staff from the Duncan/Traner and the Verdi Community Libraries before County's final budget was approved, before labor negotiations were completed, and

because of his statement that the closures would only be necessary if he lost the eight vacant positions.

11:25 a.m. Commissioner Weber returned to the meeting.

Mr. Maurins said based on the outlook for the Library System's revenues, the new rules for the Library Expansion Fund, the current and projected staffing levels, and the recommendations of the Citizens Advisory Committee on the future of the Library System; he concluded the redeployment of the staff from the two partnership libraries was necessary to avoid cutting hours at the larger branches and was critical to the sustainability of the Library System.

Mr. Maurins further explained the County's five-year fiscal outlook included minimally increasing revenues for the Library System, along with flat revenues for the Expansion Fund. He stated there was only 12 years remaining in the Library Expansion Fund and, on a more immediate level, he needed to ensure the continued operation of the Northwest Library along with the continued funding for materials for the entire Library System, both of which resided almost 100 percent in the Expansion Fund. He said because projections indicated there would be no significant increases in either fund for many years, fiscal responsibility required transferring expenditures from the Expansion Fund to the General Fund. He stated even if he could retain the eight vacant positions, he would not seek to fill all of them due to the need to balance current service needs with the long-term health of the Library System. He said that balance depended in part on moving operating expenditures out of the Expansion Fund and into the General Fund budget when it could absorb them.

Mr. Maurins said he would fill the positions currently in the Expansion Fund or move part of the materials costs into slots in the General Fund currently occupied by the vacant positions, which would help to rebuild the Expansion Fund. He stated if the Library System was allowed to fill the remaining vacant General Fund positions, he would assign additional staff to libraries other than the partnership libraries.

Mr. Maurins explained at least four fulltime employees were expected to retire or resign by December 2012, and those employees provided direct public service as a part of their jobs. He stated he reappraised service needs at the larger branches and the two partnership libraries, and determined the 15-hours per week spent by staff at the two partnership libraries would be better utilized at the larger branches. He noted 41 percent of the Library System's workforce was lost in the last five years, and he was no longer in a position to staff the 11 existing locations while still providing consistent, high-quality service to meet the broad range of needs at the larger branches.

Mr. Maurins stated the time and effort provided by the volunteers was very much appreciated, and over 15,000 hours of service were donated last year. He said currently there were over two volunteers for every paid employee; but for legal and practical reasons, volunteers could not be relied upon to keep the branches open.

Mr. Maurins said closing Duncan/Traner and Verdi were consistent with the recommendations of the Citizen Advisory Committee regarding the future of the Library System. He advised there was a good working relationship with the Washoe County School District (WCSD), which included participating in many WCSD events and programs. He stated participating in these programs was becoming increasingly challenging with the continued reductions in staff and resources. He said consolidating the branches might allow more staff time to be devoted to those types of activities, which benefited many students in many schools.

Mr. Maurins said given all of the above, the withdrawal of County library services from the Duncan and Verdi schools should be seriously considered; and the school libraries at those two schools would continue to operate regardless of the County's participation. He said the Library System's mission would always be based on serving as much of Washoe County's population as possible, but the reality was sacrifices in all County services were being made. He stated resources were being redeployed to avoid cutting hours at the most heavily used libraries, while working to develop a sustainable County department.

Commissioner Jung asked about the new budgetary rules regarding the Library Expansion Fund. Mr. Maurins said he was referring to the cost allocation of overhead to the Expansion Fund. Commissioner Jung asked how many staff operated Duncan/Traner. Mr. Maurins replied the same two staff members staffed both locations, and the hourly cost was in the \$100-\$150 range. He stated it was not about the per hour savings but he could not keep staffing 11 locations and provide adequate service at all of them with 41 percent of his staff gone. Commissioner Jung asked if this came from the management team or from the Board of Trustees. Mr. Maurins replied it was based on discussions with management staff and the recommendations by the Citizen Advisory Committee. Commissioner Jung stated she thought the Citizens Advisory Committee said to rethink the staffing at the two satellite libraries. Mr. Maurins said the recommendation was close or rethink, and options were being looked at to continue to provide some level of service without involving County staff.

Commissioner Jung said the Library System was in a horrible situation, but she believed the two community libraries were vitally important. She stated the Duncan/Traner site served one of the most deprived communities in the County, and it allowed students to use its computers to complete their school assignments. She urged Mr. Maurins to rethink the closings. She stated she would like to see the inner-city libraries stay open because the people living in the inner city did not have the same mobility as those citizens in the suburbs. Mr. Maurins said Duncan/Traner was two to three miles from the Downtown and the Sparks Libraries, and staff said many of the same people using Duncan/Traner were seen in those libraries. Commissioner Jung asked if there was bus service. Mr. Maurins replied he believed there was. Commissioner Jung said many people did not have the extra money needed to ride the bus. Mr. Maurins said there was an afterschool program at Duncan that did not turn anyone away, so there were resources available for the students after school.

Commissioner Weber asked how the Verdi Community Library, which was a partnership between the County, the WCSD, and the Nevada Department of Wildlife (NDOW), was being dealt with. Mr. Maurins said staff met with all three partners and explained the fiscal reality of the situation. He stated the agreement that governed operations at both Verdi and Duncan/Traner stated any of the partners could only withdraw by June 30 of a given year and they had to give six months notice. He said the earliest the County could withdraw from the agreement would be June 30, 2013. He advised he asked NDOW and the WCSD for a waiver, but he had not yet received a response. Commissioner Weber asked if the school librarian had said she could dedicate time to staff the Verdi Library. Mr. Maurins stated she had said that, but that option would have to be worked out with the WCSD.

Commissioner Weber said taxpayer dollars built the buildings, and she felt there should be some obligation to use them. Mr. Maurins advised Verdi was built using money from the County, the WCSD, grant funding, and donations. He believed Duncan/Traner was built by a Community Development Block Grant (CDBG) and possibly County and WCSD monies. He understood Commissioner Weber's point, but it was a matter of fiscal reality. Commissioner Weber felt it did not make sense to redeploy the Duncan/Traner staff when it was only for five hours a week. Mr. Maurins said the same two staff members who worked at Duncan/Traner and Verdi also worked at the Sparks Library, which was probably the busiest library in the system. He stated it was not just an issue of the hours staff was at the libraries, but was also an issue of the travel time and other ancillary time involved.

Commissioner Weber said this was why she wanted this Commission to be the Library board because, even though this Commission provided the funding, the Commissioners did not have the opportunity to voice their likes and dislikes about what was being done. She indicated she hoped everyone would go to the Library Board of Trustees to share these concerns with them. She said there was a very influential group of people who said they would help to keep the Verdi Library open no matter what it took to do so. She thanked Mr. Maurins and his staff for encouraging the volunteers to be involved and 15,000 hours was a lot of hours. Mr. Maurins said five years ago there were 13 locations and 223 staff, which was down to 131 staff trying to keep 11 branches open.

Commissioner Breternitz said his focus had been on sustainability over the last three years. He stated in February 2012, the budget suggested making up a \$16.8 million deficit by taking \$9.9 million in the form of departmental budget reductions or wage and benefit reductions, \$3.3 million from the OPEB Trust, and \$3.6 million from capital projects. He said the May 15, 2012 proposal had the same OPEB Trust funding reduction; a \$3.5 million reduction to capital projects, accrued benefits, and contingency projects; \$6.3 million in departmental reductions; and using \$4.6 million of the ending-fund balance. He said the current budget reductions were not sustainable, especially using the ending-fund balance. He stated he was concerned that the focus shifted from sharing the responsibility in making up the deficits. He advised the employees of local companies had been taking 30 to 40 percent pay cuts. He said nobody liked the situation they were in, but he had a difficult time understanding why everyone could not get together

regarding the budget. He noted the Sierra Fire Protection District (SFPD) employees did a great job working with the County on the SFPD's budget. He stated he had a hard time supporting a budget where the deficit was being made up with elements that were not sustainable, because he felt that was setting a bad precedent.

Commissioner Weber asked Mr. Maurins to talk about sustainability. Mr. Maurins believed making this contraction could be sustained going forward if positions could be filled if they became vacant. Commissioner Weber asked how many employees the Library System had. Mr. Maurins said there were 131 employees, but 15 to 20 provided administrative support for the entire Library System. Commissioner Weber requested information regarding how many librarians and support personnel were at each branch and the hours. She stated she would like to see the branches open longer rather than maintaining service levels.

Ms. Simon said she wanted to reassure the Commissioners that staff specifically attempted to follow the Commissioner's desire for a plan that provided for the sustainability of the County's public services. She stated the OPEB Trust funding was approximately \$6 million more than what was required for the annual cost, but was less than the full annual contribution required to fully fund the future liability. She said the investment in capital was increasing and there would be an item next week to add \$6 million over the next two years in capital funding as a result of the County's settlement with the State regarding the property tax diversions. She said this budget had a fund balance that was 200 percent over what was required by State law, and the line was held on employee and retiree health insurance costs through negotiations with the associations. She stated an attempt was made to not undermine the provision of public services by using vacant positions to balance the deficit. She agreed with Commissioner Breternitz that the County should always reflect a sustainability approach and, based on the available resources, a diligent effort was made to bring forward a balanced strategy that promoted sustainability. She acknowledged it did not go as far as everyone wanted, but in every case staff tried to increase and improve sustainability with this budget.

Ms. Simon asked if there were changes to the recommended budget the Commission wanted made, staff needed to hear about those changes today so recalculations could be made prior to the final budget hearing.

Mr. Maurins said the question of access versus service was a question the Library Board of Trustees would decide, but Commissioner Weber or any other Commissioner could convey to the Trustees their opinion on that topic.

Commissioner Humke said he talked to Mr. Elcano, Mr. Schiller, Mr. Berkich, and the Chair. He said because of the uncertainty by WLS regarding the unproven new fee, the Chair suggested leaving the Conflict Counsel budget as it was and examining the actual revenue it was bringing in periodically throughout the year. He felt if that was done, that might satisfy Mr. Elcano for now. Ms. Simon clarified the suggestion was to adopt the budget as it was, but to have staff report to the Commission

on a regular basis regarding how the fee revenue was performing and, if adjustments were necessary, they could be made at that time.

Commissioner Breternitz said he had not changed his opinion about sharing the responsibility. He suspected the Commissioners did not have the appetite to direct the Manager to amend the proposed budget to include the sharing of the proposed deficit via wage and benefit reductions over the course of the next year. He said paying more than needed this year to the OPEB Trust was not speaking to the long term. He stated the amount was just a drop in the bucket because of the previous accumulation of debt and was just pushing the can down the road, which was not showing sound judgment.

Chairman Larkin asked if the Manager had enough information for Monday's budget meeting. Ms. Simon said she believed it was the consensus of the Board the direction was not to make any changes to the Budget that would be brought before the Board on Monday, May 21, 2012. Chairman Larkin said that was what he understood.

Commissioner Weber felt further discussion was needed regarding what Commissioner Breternitz had been saying, because she thought he was right. Ms. Simon said she agreed with not kicking the can down the road as much as possible and staff had worked very hard at not doing that. She stated regarding the shared sacrifice, the County could not impose wage and benefit concessions because those concessions had to be negotiated with the associations. She said if the concessions were negotiated, it would provide for more sustainability with County services and would reduce the impacts elsewhere.

12:02 p.m. The Board convened as the Board of Fire Commissioners (BOFC) for the Truckee Meadows Fire Protection District (TMFPD).

1:27 p.m. The Board remained convened as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District (TMFPD) and convened as the BOFC for the Sierra Fire Protection District (SFPD).

2:23 p.m. The Board adjourned as the Board of Fire Commissioners (BOFC) for the Truckee Meadows Fire Protection District and remained convened as the BOFC for the Sierra Fire Protection District (SFPD).

12-429 AGENDA ITEM 22

Agenda Subject: "Possible Closed Session for the purpose of discussing labor negotiations with Washoe County, Truckee Meadows Fire Protection District and/or Sierra Fire Protection District per NRS 288.220.

2:24 p.m. On motion by Commissioner Jung, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that the meeting recess to a

closed session for the purpose of discussing labor negotiations with Washoe County per NRS 288.220.

5:00 p.m. The Board reconvened as the Board of Fire Commissioners (BOFC) for the Sierra Fire Protection District (SFPD) with all members present.

5:50 p.m. The Board adjourned as the Board of Fire Commissioners (BOFC) for the Sierra Fire Protection District (SFPD) and reconvened as the Board of County Commissioners with all members present.

12-430 AGENDA ITEM 16 – SHERIFF

Agenda Subject: “Recommendation to approve the request to increase authorized staffing for Washoe County Sheriff’s Office by six full-time Communication Specialists to support fire services dispatch; Fiscal Year 2012/13 estimated cost [\$525,000] includes personnel salaries and benefits, overtime, travel and equipment; and if approved, direct Human Resources and Finance Department to make the appropriate personnel and budget adjustments--Sheriff. (All Commission Districts.)”

Katy Simon, County Manager, advised the cost of the six full-time Communication Specialists would be offset by the revenue received from the Fire Districts.

There was no response to the call for public comment.

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

12-431 AGENDA ITEM 17 – MANAGEMENT SERVICES

Agenda Subject: “Update and discussion on the 2012 Nevada Legislative Interim Committees and Studies, legislation or legislative issues proposed by legislators, by Washoe County or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Washoe County--Management Services. (All Commission Districts.)”

Katy Simon, County Manager, stated there was nothing to report, but the Legislative Workshop would be held on Monday, May 21, 2012 at 10:00 a.m.

Chairman Larkin asked what was happening with the consolidated tax (C-tax). Ms. Simon said staff had been actively participating in a working group where the formal policies were being formulated, which would come forward as a consensus recommendation. She advised there had not been any recommendations that would be adverse to Washoe County’s interests.

Chairman Larkin said there was a meeting a couple of weeks ago at Reno City Hall. Ms. Simon stated no policy recommendations were made at that time, and the meeting was simply a briefing regarding what was happening with the working group. Chairman Larkin asked what Legislators were involved. Ms. Simon said she would get the list for the Board. Chairman Larkin asked if the County's legislative liaison should be watching a little closer and touching bases with Marilyn Kirkpatrick, Chair of the Interim Legislative Committee. Ms. Simon said the Chair had also been engaged with the County's lobbyist and was waiting for the working group to present their consolidated report.

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

12-432 AGENDA ITEM 18 – TREASURER

Agenda Subject: “Update on Incline property tax refund process--Treasurer.”

Katy Simon, County Manager, said the Treasurer's written report indicated the refunds were 23 percent complete with \$17.5 million being refunded to date.

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

12-433 AGENDA ITEM 19 – MANAGER

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

Cory Casazza, Chief Information Management Officer, stated the May 21, 2012 Shared Services meeting was canceled because the entities had scheduled budget hearings for that date. He noted the next meeting was scheduled for June 18, 2012, and he discussed the possible agenda items.

Mr. Casazza said the Regional Licensing and Permitting team established an executive committee, which had representatives from all three agencies and would be responsible for the high-level oversight of identifying a licensing and permitting application that all three agencies could use. He stated there would be a kickoff meeting on June 1, 2012 with all of the project's working groups. He said they hoped to go out with a Request for Proposal (RFP) by the end of summer or early fall, and to implement the selected product by April 2013.

Mr. Casazza said dispatch for the Sheriff's Office was now co-located in the City of Reno's Emergency Communications (ECOMM) center and was in the process of going live.

Commissioner Breternitz believed one of the key issues related to the ballot WC-2 question was whether or not the City of Reno was willing to participate with the County in funding the study. He said it would be nice to have it agendized as such.

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

PUBLIC HEARING

12-434 AGENDA ITEM 20 – PUBLIC HEARING

Agenda Subject: “Public hearing to consider all comments concerning a proposed amendment to the boundaries of the Groundwater Remediation District (Central Truckee Meadows Remediation District).”

6:00 p.m. Chairman Larkin opened the public hearing and called for public comment.

Katy Simon, County Manager, said every year the boundaries were amended to reflect any changes in the Groundwater Remediation District boundaries.

There was no response to the call for public comment.

12-435 AGENDA ITEM 20 – INTRODUCTION AND FIRST READING

Agenda Subject: “Introduction and first reading of an Ordinance amending Ordinance No. 1000 in order to change the boundaries of District No. 24 (Groundwater Remediation); and providing other matters relating thereto. (Second reading and adoption to be set for June 12, 2012.)”

Nancy Parent, Chief Deputy Clerk, read the title for Bill No. 1668.

There was no response to the call for public comment.

Bill No. 1668, entitled, "AN ORDINANCE AMENDING ORDINANCE NO. 1000 IN ORDER TO CHANGE THE BOUNDARIES OF DISTRICT NO. 24 (GROUNDWATER REMEDIATION); AND PROVIDING OTHER MATTERS RELATING THERETO," was introduced by Commissioner Humke, and legal notice for final action of adoption was directed. It was noted that the public hearing and second reading of the Ordinance be set for June 12, 2012 at 6:00 p.m.

12-436 AGENDA ITEM 20 – INTRODUCTION AND FIRST READING

Agenda Subject: “Introduction and first reading of an Ordinance imposing a fee on the parcels of land in Washoe County, Nevada District No. 24 (Groundwater Remediation) to pay the costs of developing and carrying out a plan for remediation; and prescribing other matters relating thereto. (Second reading and

adoption to be set for June 12, 2012.)--Community Services/Water Resources. (All Commission Districts.)”

Nancy Parent, Chief Deputy Clerk, read the title for Bill No. 1669.

There was no response to the call for public comment.

Bill No. 1669, entitled, "**AN ORDINANCE IMPOSING A FEE ON THE PARCELS OF LAND IN WASHOE COUNTY, NEVADA DISTRICT NO. 24 (GROUNDWATER REMEDIATION) TO PAY THE COSTS OF DEVELOPING AND CARRYING OUT A PLAN FOR REMEDIATION; AND PRESCRIBING OTHER MATTERS RELATING THERETO,**" was introduced by Commissioner Jung, and legal notice for final action of adoption was directed. It was noted that the public hearing and second reading of the Ordinance be set for June 12, 2012 at 6:00 p.m.

12-437 AGENDA ITEM 21 – REPORTS/UPDATES

Agenda Subject: “Reports/updates from County Commission members concerning various boards/commissions they may be a member of or liaison to.”

Commissioner Weber stated she would not be able to attend the Nevada Works Board meeting on June 8, 2012. Commissioner Jung said she could not attend in Commissioner Weber’s place. Commissioner Weber stated she would see if staff could attend. She said at the North Valleys Citizen Advisory Board (CAB) meeting last night a piece of property surrounding the Cold Springs Fire Station was discussed. She stated the property was owned by Lifestyle Homes. She stated changing the zoning on that property was being discussed, and she wanted to talk with staff about coming up with some ideas for the property.

Commissioner Breternitz stated the North Tahoe Conservation District meeting was being held next Thursday. He said there would be a discussion on how to move forward as conservation funds were being diminished statewide. He stated the Tahoe Regional Planning Agency’s (TRPA) Governing Board meeting was being held this Wednesday and Thursday to receive comments on a draft Environmental Impact Statement (EIS) regarding the Regional Plan update, and things were progressing on schedule. He stated there was a West Truckee Meadows CAB meeting last night where Mr. Rosen made a presentation on the Fire budgets.

Commissioner Humke stated the East Washoe Valley CAB meeting was tonight. He said he wanted to question the Nevada Department of Transportation (NDOT) representatives regarding their obligation to do fire mitigation for the new 580 freeway’s right-of-way.

Commissioner Jung reminded everyone the Library Board of Trustees would be meeting tomorrow at 4:00 p.m. at the Sierra View Library. She said on May 17, 2012 she would be attending the Community Assistance Center (CAC) Transitional Governing Board meeting, as well as the regular meeting of the Regional Jobs Network.

Mr. Betton submitted letters from the students who used the Duncan/Traner Community Library asking it remain open. The letters were placed on file with the Clerk. Commissioner Weber said it was important everyone who supported keeping the Libraries open attend tomorrow's Library Board of Trustees meeting.

COMMUNICATIONS

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

- 12-439** Nevada Tahoe Conservation District filling of vacancy for Board of Supervisors, dated March 1, 2012.

QUARTERLY FINANCIAL STATEMENTS

- 12-440** Washoe County Sheriff's Office – Fiscal Year 2010/11 – 4th Quarter Report of Civil fees and Commissions.
- 12-441** Clerk of the Court – Quarter ending December 2011.
- 12-442** County Clerk's Quarterly Financial Statement – 3rd Quarter Fiscal Year 2011/12.

BUDGETS – FISCAL YEAR 2012/13

- 12-443** City of Sparks, Redevelopment Agency 1 and Redevelopment Agency 2 - Tentative Budgets.
- 12-444** Verdi Television District – Final Budget.
- 12-445** Washoe County School District – Tentative Budget.
- 12-446** Reno-Sparks Convention and Visitors Authority – Tentative Budget.
- 12-447** Palomino Valley General Improvement District – Final Budget.
- 12-448** The Sierra Fire Protection District – Tentative Budget.
- 12-449** The Truckee Meadows Fire Protection District – Tentative Budget.

* * * * *

6:14 p.m. There being no further business to discuss, on motion by Commissioner Jung, seconded by Commissioner Weber, the meeting was adjourned without opposition.

ROBERT M. LARKIN, Chairman
Washoe County Commission

ATTEST:

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

*Minutes Prepared by:
Jan Frazzetta, Deputy County Clerk*

APN: 076-300-17

*When recorded return to:
Washoe County Engineering Division
PO Box 11130
Reno, NV 89520*

RESOLUTION ACCEPTING IRREVOCABLE OFFER OF REAL PROPERTY
FOR USE AS A PUBLIC STREET
(A Portion of Encanto Drive)

WHEREAS, it is a function of the County of Washoe to operate and maintain public streets; and

WHEREAS, An Irrevocable Offer of Dedication, as to a portion of Encanto Drive, located within the unincorporated County of Washoe, more particularly described as the Southwest quarter (SW ¼) of Section 9, Township 21 North, Range 21 East as described and shown in Exhibit "A" (a copy is attached and is incorporated by reference), which was recorded on October 31, 2011 as Document #4054215, was offered for dedication to be used as a public road; and

WHEREAS, said offer of dedication was previously rejected by the Acting Director of Community Development because said street improvements on the real property offered to be used as a public street were not constructed to Washoe County standards; and

WHEREAS, NRS 278.390 specifically provides that if the real property offered for use in an Irrevocable Offer of Dedication is rejected, the offer of dedication shall be deemed to remain open perpetually and the governing body may by resolution at any later date, and without further action by the property owner, rescind its action and accept the real property and open the property for public use as a roadway; and

12-988

WHEREAS, said real property is presently being used as a public access and is necessary for the construction of roadway improvements for Special Assessment District No. 32 – Spanish Springs Valley Ranches Road Improvements; and

WHEREAS, said real property is necessary for public access and use; and

WHEREAS, the Washoe County Board of Commissioners finds that it is in the best interest of the public to now accept said real property.

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners, pursuant to NRS 244.270 and NRS 278.390, that rejection of the real property offered for public use by the Irrevocable Offer of Dedication Document No. 4054215 Recorded October 31, 2011, is hereby rescinded and the dedication of said real property is hereby accepted, and

BE IT FURTHER RESOLVED that the said real property is hereby open for use as public streets.

WASHOE COUNTY BOARD OF COMMISSIONERS

Robert M Larkin

ROBERT LARKIN, CHAIRMAN

5/15/12, 2012

ATTEST

Amy Harvey

AMY HARVEY
County Clerk



Chief Deputy

Exhibit A

WHEN RECORDED MAIL TO:

Washoe County Engineering
PO Box 11130
Reno, Nevada 89520

APN: 076-300-17

DOC # 4054215

10/31/2011 09:31:53 AM

Requested By
WASHOE COUNTY PUBLIC WORKS
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$0.00 RPTT: \$0.00
Page 1 of 5



IRREVOCABLE OFFER OF DEDICATION

THIS INDENTURE, made this 15 day of June, 2011, by and between DANIEL H. CLANCY and MARGARET L. WARD-CLANCY, trustees of the CLANCY FAMILY TRUST, hereinafter referred to as "Offerors", and the COUNTY OF WASHOE, a political subdivision of the State of Nevada, hereinafter referred to as "Offeree".

WITNESSETH:

That the Offerors, do by these presents irrevocably dedicate unto the Offeree and to its assigns forever, all that certain tract, piece or parcel of land situate in the County of Washoe, State of Nevada, and more particularly described in Exhibit "A" and shown in Exhibit "B" attached hereto and by this reference made a part hereof.

TOGETHER WITH, all and singular the tenements, hereditaments, and appurtenances thereunto belonging or appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the premises together with the appurtenances unto the said Offeree and to its assigns, forever

THE OFFER OF DEDICATION is rejected at this time, but the Irrevocable Offer of Dedication shall remain open indefinitely in accordance with NRS 278.390, and the Offeree may by resolution at any later date and without any further action by the Offerors, accept this dedication, which acceptance shall be recorded in the office of the Washoe County Recorder.

IN WITNESS WHEREOF, Offerors have caused these presents duly to be executed the day and year first above written.

Daniel H. Clancy
DANIEL H. CLANCY, Trustee
Clancy Family Trust

Margaret L. Ward-Clancy
MARGARET L. WARD-CLANCY, Trustee
Clancy Family Trust

STATE OF NEVADA)
) SS
COUNTY OF WASHOE)



On this 15 day of June, 2011, personally appeared before me, a Notary Public, DANIEL H. CLANCY AND MARGARET L. WARD-CLANCY, trustees of the Clancy Family Trust, who acknowledged that they executed the above instrument for the purposes therein contained.

Kristine A. Wines
NOTARY PUBLIC

Accepted for the County of Washoe,
by and through the Director of Community Development

By: David Childs
David Childs
Acting Director, Department of Community
Development

Legal Description
Exhibit A

An Eighty foot strip of land situate within the southwest one quarter of Section 9, Township 21 North, Range 21 East, M.D.M., Washoe County, Nevada the sidelines being Forty feet on each side of the centerline which is more particularly described as follows:

Beginning at the southwest corner of Parcel 9-1-1-3 also being the centerline intersection of Encanto Drive and Encanto Court as identified and offered for dedication on Division of Land Map for Arthur M. Pastel; Land Map Number 20, File Number 471405, Official Records of Washoe County, Nevada, recorded June 21, 1977 and Record of Survey Map Number 1085, File Number 471402, Official Records of Washoe County, Nevada, recorded June 21, 1977;

Thence leaving said southwest corner of Parcel 9-1-1-3 southeasterly along the westerly parcel line of Parcel 9-1-1-4 also the centerline of Encanto Drive of said Division of Land Map for Arthur M. Pastel and leaving said centerline of Encanto Court South along a 234.00 foot radius curve to the right, concave southwesterly from a tangent bearing of South 54°32'30" East, 84.79 feet along the arc through a central angle of 20°45'37";

Thence South 33°46'53" East, a distance of 77.85 feet to the beginning of a 110.25 foot radius curve to the right;

Thence 128.37 feet along the arc, concave westerly through a central angle of 66°42'49", to a point of reverse curvature being a 110.38 foot radius curve to the left;

Thence 97.89 feet along the arc, concave easterly through a central angle of 50°48'39";

Thence South 17°52'43" East, a distance of 141.09 feet to the beginning of a 60.00 foot radius curve to the left;

Thence 48.59 feet along the arc, concave northerly through a central angle of 46°24'15";

Thence leaving said centerline of Encanto Drive South 64°16'57" East, a distance of 48.72 feet to the beginning of a 180.00 foot radius curve to the left;

Thence 212.77 feet along the arc, concave northerly through a central angle of 67°43'31";

Thence North 47°59'32" East, a distance of 190.30 feet to the beginning of a 180.00 foot radius curve to the right;

Thence 202.77 feet along the arc, concave southerly through a central angle of 64°32'33";

Thence South 67°27'56" East, a distance of 82.15 feet to the beginning of a 180.00 foot radius curve to the left;

Thence 51.46 feet along the arc, concave northerly through a central angle of $16^{\circ}22'54''$;

Thence South $83^{\circ}50'49''$ East, a distance of 168.92 feet to the beginning of a 280.00 foot radius curve to the right;

Thence 221.55 feet along the arc, concave southwesterly through a central angle of $45^{\circ}20'05''$;

Thence South $38^{\circ}30'44''$ East, a distance of 148.54 feet to the beginning of a 450.00 foot radius curve to the right;

Thence 291.85 feet along the arc, concave southwesterly through a central angle of $37^{\circ}09'33''$;

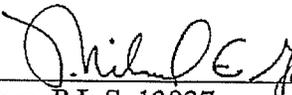
Thence South $01^{\circ}21'11''$ East, a distance of 243.48 feet to the point of ending on the southerly line of said Parcel 9-1-1-4 which bears North $89^{\circ}13'56''$ West, a distance of 40.00 feet from the southeast corner of Parcel 9-1-1-4.

The sideline being lengthened or shortened as to terminate on the boundary lines of Parcel 9-1-1-3 and Parcel 9-1-1-4 of said Land Map for Arthur M. Pastel, Land Map Number 20.

End of this description.

Basis of Bearing being said Parcel Map No. 1085.

Containing an area of 3.97 acres more or less.


Michael E. Gump, P.L.S. 13927



4.28.11

Washoe County, Public Works Dept.
1001 East Ninth Street
Reno, Nevada 89520

APN: 076-380-48

*When recorded return to:
Washoe County Engineering Division
PO Box 11130
Reno, NV 89520*

**RESOLUTION ACCEPTING IRREVOCABLE OFFER OF REAL PROPERTY
FOR USE AS A PUBLIC STREET
(A Portion of Valle de Sol Blvd.)**

WHEREAS, it is a function of the County of Washoe to operate and maintain public streets; and

WHEREAS, An Irrevocable Offer of Dedication, as to a portion of Valle de Sol Blvd, located within the unincorporated County of Washoe, more particularly described as the Southwest quarter (SW ¼) of Section 30, Township 21 North, Range 21 East as described and shown in Exhibit "A" (a copy is attached and is incorporated by reference), which was recorded on October 31, 2011 as Document #4054217, was offered for dedication to be used as a public road; and

WHEREAS, said offer of dedication was previously rejected by the Acting Director of Community Development because said street improvements on the real property offered to be used as a public street were not constructed to Washoe County standards; and

WHEREAS, NRS 278.390 specifically provides that if the real property offered for use in an Irrevocable Offer of Dedication is rejected, the offer of dedication shall be deemed to remain open perpetually and the governing body may by resolution at any later date, and without further action by the property owner, rescind its action and accept the real property and open the property for public use as a roadway; and

12-408

WHEREAS, said real property is presently being used as a public access and is necessary for the construction of roadway improvements for Special Assessment District No. 32 – Spanish Springs Valley Ranches Road Improvements; and

WHEREAS, said real property is necessary for public access and use; and

WHEREAS, the Washoe County Board of Commissioners finds that it is in the best interest of the public to now accept said real property.

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners, pursuant to NRS 244.270 and NRS 278.390, that rejection of the real property offered for public use by the Irrevocable Offer of Dedication Document No. 4054217 Recorded October 31, 2011, is hereby rescinded and the dedication of said real property is hereby accepted, and

BE IT FURTHER RESOLVED that the said real property is hereby open for use as public streets.

WASHOE COUNTY BOARD OF COMMISSIONERS

Robert M Larkin

ROBERT LARKIN, CHAIRMAN

5/15/12, 2012

ATTEST

Amy L. Harvey
AMY HARVEY
County Clerk

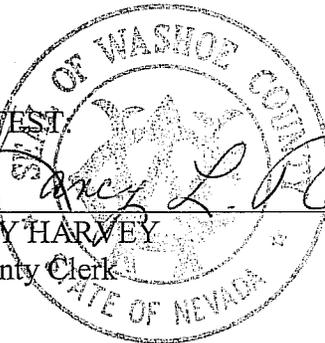


Exhibit A

WHEN RECORDED MAIL TO:

Washoe County Engineering
PO Box 11130
Reno, Nevada 89520

APN: 076-380-48

DOC # 4054217
10/31/2011 09:31:53 AM
Requested By
WASHOE COUNTY PUBLIC WORKS
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$0.00 RPTT: \$0.00
Page 1 of 4



IRREVOCABLE OFFER OF DEDICATION

THIS INDENTURE, made this 20th day of MAY, 2011, by and between STACEY GORDON and ALLAN J. GORDON, Trustee of the ALLAN J. GORDON LIVING TRUST DTD SEPTEMBER 14, 2000, hereinafter referred to as "Offerors", and the COUNTY OF WASHOE, a political subdivision of the State of Nevada, hereinafter referred to as "Offeree".

WITNESSETH:

That the Offerors, do by these presents irrevocably dedicate unto the Offeree and to its assigns forever, all that certain tract, piece or parcel of land situate in the County of Washoe, State of Nevada, and more particularly described in Exhibit "A" and shown in Exhibit "B" attached hereto and by this reference made a part hereof.

TOGETHER WITH, all and singular the tenements, hereditaments, and appurtenances thereunto belonging or appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the premises together with the appurtenances unto the said Offeree and to its assigns, forever

THE OFFER OF DEDICATION is rejected at this time, but the Irrevocable Offer of Dedication shall remain open indefinitely in accordance with NRS 278.390, and the Offeree may by resolution at any later date and without any further action by the Offerors, accept this dedication, which acceptance shall be recorded in the office of the Washoe County Recorder.

Legal Description
Exhibit A

All that piece or parcel of land situate within the southwest one quarter of Section 30, Township 21 North, Range 21 East, M.D.M., Washoe County, Nevada and being more particularly described as follows:

Commencing at the southeast corner of Parcel D of Parcel Map No. 1445, File No. 847333, Official Records of Washoe County, Nevada, recorded April 20, 1983, said corner also being the centerline of Valle De Sol Boulevard as identified and offered for dedication on Division of Land Map for Arthur M. Pastel, Land Map No. 20, File No. 471405, Official Records of Washoe County, Nevada, recorded June 21, 1977;

Thence northeasterly along the easterly parcel line of said Parcel D and leaving said centerline of Valle De Sol Boulevard North $00^{\circ}24'04''$ East, a distance of 40.00 feet to the northerly side of Valle De Sol Boulevard;

Thence leaving said easterly parcel line northwesterly along the northerly side of Valle De Sol Boulevard North $89^{\circ}26'11''$ West, a distance of 24.78 feet to the True Point of Beginning;

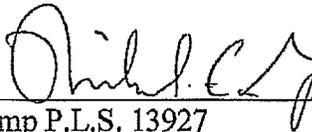
Thence continuing North $89^{\circ}26'11''$ West along said northerly side of Valle De Sol Boulevard 80.00 feet to a point of cusp of a 50.00 foot radius curve to the right;

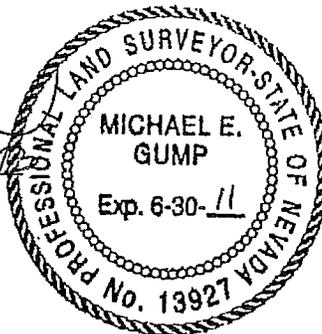
Thence leaving said northerly side of Valle De Sol Boulevard from a tangent bearing of North $00^{\circ}24'04''$ East, 92.73 feet along the arc through a central angle of $106^{\circ}15'37''$, concave southerly to the northerly side of Valle De Sol Boulevard and the Point of beginning.

End of this description.

Basis of Bearing being said Parcel Map No. 1445.

Containing an area of 1,118 square feet more or less.


Michael E. Gump P.L.S. 13927



4.27.11

Washoe County, Public Works Dept.
1001 East Ninth Street
Reno, Nevada 89520

BASIS OF BEARINGS

AREA = 1,118 SQ. FT.±

DIVISION OF LAND MAP FOR ARTHUR M. PASTEL RECORDED JULY 21, 1977, AS LAND MAP NO. 23, DOCUMENT NO. 477226, OFFICIAL RECORDS OF WASHOE COUNTY; RECORD OF SURVEY, SURVEY MAP NO. 1096, RECORDED JULY 21, 1977, DOCUMENT NO. 477223; AND PARCEL MAP NO. 1445 RECORDED APRIL 6, 1983, DOCUMENT NO. 847333, OFFICIAL RECORDS OF WASHOE COUNTY



SCALE: 1" = 100'

New Right-of-way offered for dedication to Washoe County, Approx. 1,118 square feet

Parcel D
Parcel Map No. 1445
APN 076-380-48

Parcel C
Parcel Map No. 1445
APN 076-380-47

Existing 80' Right-of-Way per Land Map No. 23.

$L=92.73$
 $Tan\theta=66.67$
 $\Delta=106'15.37"$
 $R=50.00$

VALLE DE SOL BLVD.
N89°26'11"W
N89°26'11"W
N89°26'11"W

Proposed paved cul-de-sac turnaround.

Parcel A
Parcel Map No. 1301
APN 076-380-29

Parcel B
Parcel Map No. 1301
APN 076-380-30

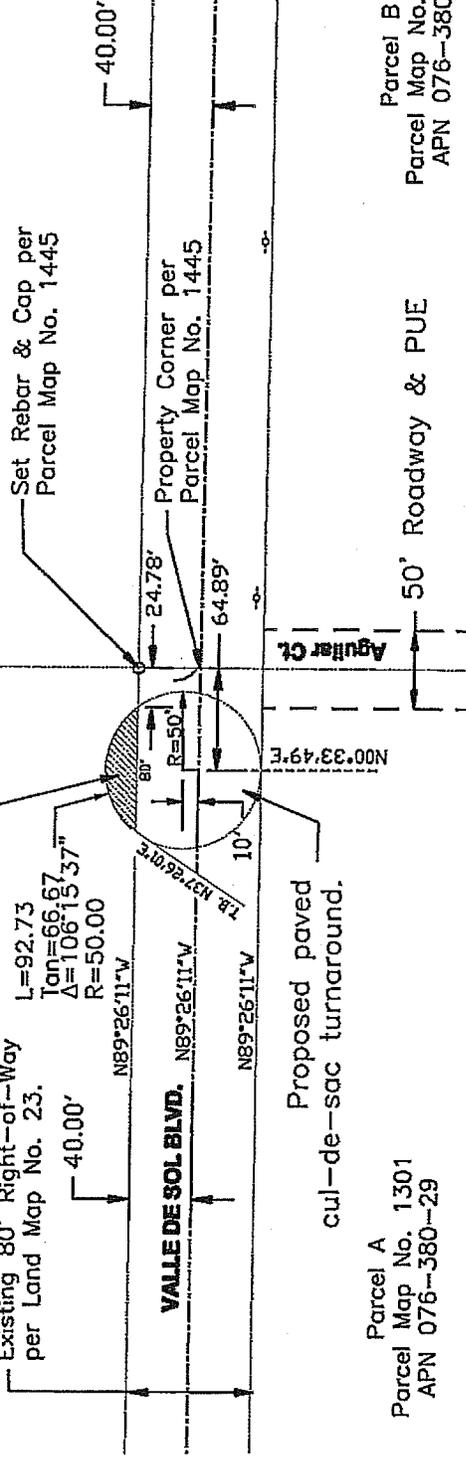


EXHIBIT B
VALLE DEL SOL
IRREVOCABLE OFFER OF DEDICATION
PARCEL D - PARCEL MAP # 1445

PROJECT NAME: SAD #32

WASHOE COUNTY, NEVADA

PLATE: 1

APN: 076-310-57

*When recorded return to:
Washoe County Engineering Division
PO Box 11130
Reno, NV 89520*

**RESOLUTION ACCEPTING IRREVOCABLE OFFER OF REAL PROPERTY
FOR USE AS A PUBLIC STREET
(A Portion of Encanto Drive)**

WHEREAS, it is a function of the County of Washoe to operate and maintain public streets; and

WHEREAS, An Irrevocable Offer of Dedication, as to a portion of Encanto Drive, located within the unincorporated County of Washoe, more particularly described as the West half (W ½) of Section 17 and East half (E ½) of Section 18, Township 21 North, Range 21 East as described and shown in Exhibit "A" (a copy is attached and is incorporated by reference), which was recorded on October 31, 2011 as Document #4054216, was offered for dedication to be used as a public road; and

WHEREAS, said offer of dedication was previously rejected by the Acting Director of Community Development because said street improvements on the real property offered to be used as a public street were not constructed to Washoe County standards; and

WHEREAS, NRS 278.390 specifically provides that if the real property offered for use in an Irrevocable Offer of Dedication is rejected, the offer of dedication shall be deemed to remain open perpetually and the governing body may by resolution at any later date, and without further action by the property owner, rescind its action and accept the real property and open the property for public use as a roadway; and

12-408

WHEREAS, said real property is presently being used as a public access and is necessary for the construction of roadway improvements for Special Assessment District No. 32 – Spanish Springs Valley Ranches Road Improvements; and

WHEREAS, said real property is necessary for public access and use; and

WHEREAS, the Washoe County Board of Commissioners finds that it is in the best interest of the public to now accept said real property.

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners, pursuant to NRS 244.270 and NRS 278.390, that rejection of the real property offered for public use by the Irrevocable Offer of Dedication Document No. 4054216 Recorded October 31, 2011, is hereby rescinded and the dedication of said real property is hereby accepted, and

BE IT FURTHER RESOLVED that the said real property is hereby open for use as public streets.

WASHOE COUNTY BOARD OF COMMISSIONERS

Robert M Larkin

ROBERT LARKIN, CHAIRMAN

5/15/12, 2012

ATTEST:

Amy Harvey
AMY HARVEY
County Clerk

The seal of Washoe County, Nevada, is circular with a double border. The outer border contains the text "OF WASHOE COUNTY" at the top and "STATE OF NEVADA" at the bottom, separated by small stars. The inner circle features a central emblem, likely a mountain range or a similar landscape, with the words "WASHOE COUNTY" and "NEVADA" also visible within the inner circle.

Exhibit A

DOC # 4054216

10/31/2011 09:31:53 AM

Requested By

WASHOE COUNTY PUBLIC WORKS

Washoe County Recorder

Kathryn L. Burke - Recorder

Fee: \$0.00 RPTT: \$0.00

Page 1 of 4

WHEN RECORDED MAIL TO:

Washoe County Engineering
PO Box 11130
Reno, Nevada 89520



APN: 076-310-57

IRREVOCABLE OFFER OF DEDICATION

THIS INDENTURE, made this 24 day of May, 2011, by and between DARLEEN GALLERON and DAVID V. GALLERON, Trustees of the DARLEEN AND DAVID GALLERON 1997 TRUST DATED AUGUST 15, 1997, hereinafter referred to as "Offerors", and the COUNTY OF WASHOE, a political subdivision of the State of Nevada, hereinafter referred to as "Offeree".

WITNESSETH:

That the Offerors, do by these presents irrevocably dedicate unto the Offeree and to its assigns forever, all that certain tract, piece or parcel of land situate in the County of Washoe, State of Nevada, and more particularly described in Exhibit "A" and shown in Exhibit "B" attached hereto and by this reference made a part hereof.

TOGETHER WITH, all and singular the tenements, hereditaments, and appurtenances thereunto belonging or appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the premises together with the appurtenances unto the said Offeree and to its assigns, forever

THE OFFER OF DEDICATION is rejected at this time, but the Irrevocable Offer of Dedication shall remain open indefinitely in accordance with NRS 278.390, and the Offeree may by resolution at any later date and without any further action by the Offerors, accept this dedication, which acceptance shall be recorded in the office of the Washoe County Recorder.

IN WITNESS WHEREOF, Offerors have caused these presents duly to be executed the day and year first above written.

Darleen Galleron trustee

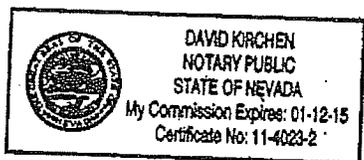
DARLEEN GALLERON, Trustee
Darleen & David Galleron 1997 Trust
Dated August 15, 1997

David V. Galleron trustee

DAVID V. GALLERON, Trustee
Darleen & David Galleron 1997 Trust
Dated August 15, 1997

STATE OF NEVADA)
) SS
COUNTY OF WASHOE)

On this 24 day of May, 2011, personally appeared before me, a Notary Public, DARLEEN GALLERON and DAVID V. GALLERON, Trustees of the Darleen & David Galleron 1997 Trust Dated August 15, 1997, who acknowledged that they executed the above instrument for the purposes therein contained.



[Signature]
NOTARY PUBLIC

Accepted for the County of Washoe,
by and through the Director of Community Development

By: *David Childs*
David Childs
Acting Director, Department of Community
Development

Legal Description
Exhibit A

All that piece or parcel of land situate within the west half of Section 17 and the east half of Section 18, Township 21 North, Range 21 East, M.D.M., Washoe County, Nevada and being more particularly described as follows:

Commencing at the most westerly corner of Parcel 2 of Parcel Map No. 2914, File No. 1898251, Official Records of Washoe County, Nevada, recorded June 5, 1995, said corner also being the centerline intersection of Encanto Drive, Capistrano Drive and Calle De La Plata as identified and offered for dedication on Division of Land Map for Arthur M. Pastel, Land Map No. 20, File No. 471405, Official Records of Washoe County, Nevada, recorded June 21, 1977;

Thence northeasterly along the westerly parcel line of said Parcel 2 also being the centerline of Encanto Drive North $31^{\circ}22'43''$ East, a distance of 144.97 feet;

Thence leaving said westerly parcel line and centerline Encanto Drive South $58^{\circ}37'17''$ East, a distance of 40.00 feet to the easterly side of said Encanto Drive and a non tangent 140.00 foot radius curve to the left, concave easterly also being the True Point of Beginning;

Thence from a tangent bearing of South $31^{\circ}22'43''$ West being perpendicular to the last described course, 166.10 feet along the arc through a central angle of $67^{\circ}58'32''$ to a point of cusp also being the northeasterly side of said Calle De La Platta;

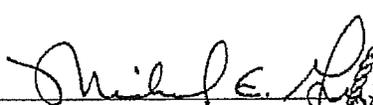
Thence northwesterly along Calle De La Plata on a non tangent 340.00 foot radius curve to the left, concave southwesterly, from a tangent bearing of North $36^{\circ}35'49''$ West, 90.60 feet along the arc through a central angle of $15^{\circ}16'05''$ to a non tangent line being the easterly said Encanto Dr.;

Thence leaving Calle De La Plata northeasterly along said easterly side Encanto Drive North $31^{\circ}22'43''$ East, a distance of 107.33 feet to a to the Point of Beginning.

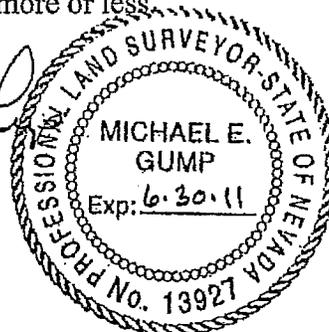
End of this description.

Basis of Bearing being said Parcel Map No. 2914.

Containing an area of 1,972 square feet more or less.


Michael E. Gump P.L.S. 13927

Washoe County, Public Works Dept.
1001 East Ninth Street
Reno, Nevada 89520



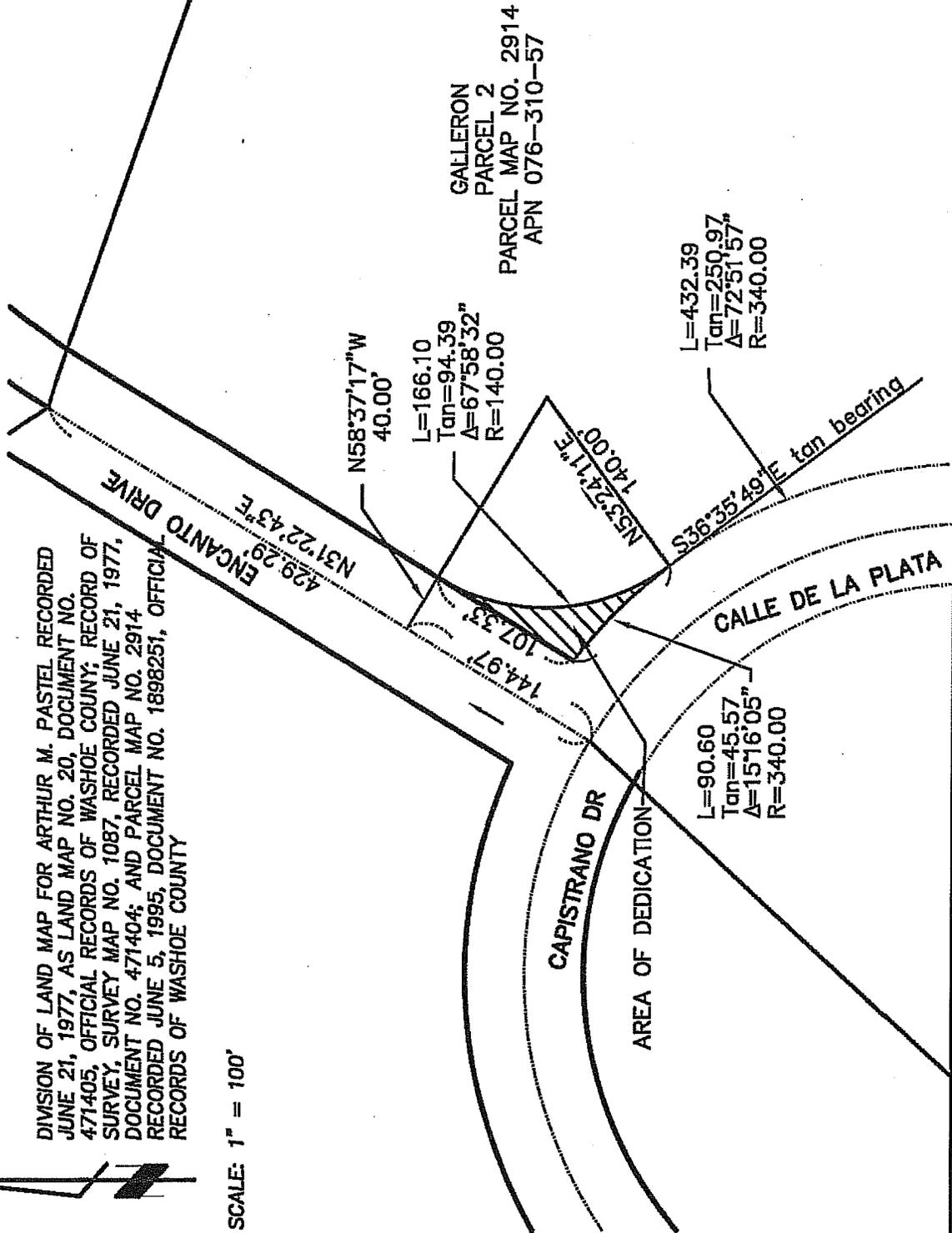
4.26.11

AREA = 1,972 SQ. FT.±

BASIS OF BEARINGS

DIVISION OF LAND MAP FOR ARTHUR M. PASTEL RECORDED
 JUNE 21, 1977, AS LAND MAP NO. 20, DOCUMENT NO.
 471405, OFFICIAL RECORDS OF WASHOE COUNTY; RECORD OF
 SURVEY, SURVEY MAP NO. 1087, RECORDED JUNE 21, 1977,
 DOCUMENT NO. 471404; AND PARCEL MAP NO. 2914,
 RECORDED JUNE 5, 1995, DOCUMENT NO. 1898251, OFFICIAL
 RECORDS OF WASHOE COUNTY

SCALE: 1" = 100'



N58°37'17"W
40.00'

L=166.10
Tan=94.39
Δ=67°58'32"
R=140.00

GALLERON
 PARCEL 2
 PARCEL MAP NO. 2914
 APN 076-310-57

L=432.39
Tan=250.97
Δ=72°51'57"
R=340.00

L=90.60
Tan=45.57
Δ=15°16'05"
R=340.00

ENCANTO DRIVE
 429.29
 N31°22'43"E

144.97
 107.33

N53°24'11"E
 140.00

336°35'49"E tan bearing

CALLE DE LA PLATA

EXHIBIT B
 Calle de la Plata & Encanto Lane
 IRREVOCABLE OFFER OF DEDICATION
 PARCEL 2 - PARCEL MAP # 2914

PROJECT NAME: SAD #32
 PLATE: 1

WASHOE COUNTY, NEVADA

APN: 076-290-20, 076-290-21, 076-290-22,
076-290-24, 076-290-25, 076-360-90, 076-300-11,
076-300-13, 076-300-24, 076-300-25, 076-300-28,
076-300-29, 076-300-42, 076-300-43, 076-300-30,
076-300-31, 076-300-06, 076-300-20, 076-300-18,
076-300-03, 076-300-52, 076-300-58, 076-310-46,
076-310-16, 076-310-15, 076-300-17, 076-300-16,
076-300-15, 076-310-13, 076-310-14, 076-310-11,
076-310-28, 076-310-29, 076-310-26, 076-310-27,
076-310-62, 076-300-40, 076-300-39, 076-300-38,
076-310-18, 076-310-19, 076-310-30, 076-310-58,
076-310-59, 076-310-60, 076-310-33, 076-310-05,
076-310-02, 076-310-57, 076-360-32, 076-360-33,
076-360-23, 076-360-22, 076-360-21, 076-360-20,
076-360-28, 076-360-29, 076-360-30, 076-360-31,
076-360-76, 076-360-54, 076-360-39, 076-360-82,
076-360-24, 076-360-25, 076-360-56, 076-360-58,
076-360-59, 076-372-13

*When recorded return to:
Washoe County Engineering Division
PO Box 11130
Reno, NV 89520*

**RESOLUTION ACCEPTING REAL PROPERTY
FOR USE AS A PUBLIC STREET**

(Portions of Spanish Springs Valley Ranches Unit 1, Division of Land Map No. 20)

WHEREAS, it is a function of Washoe County to operate and maintain public streets; and

WHEREAS, the rights-of-way for Barranca Drive, Encanto Drive, Encanto Court, Los Arboles Lane, Quivera Lane, Capistrano Drive and a portion of Alamosa Drive being located within parcels 18-1-1-6 and 18-1-1-7 all being more fully described on Record of Survey Map No. 1084, Document No. 471401, recorded June 21, 1977; Record of Survey Map No. 1085, Document No. 471402 recorded June 21, 1977, Record of Survey Map No. 1086, Document No. 471403 recorded June 21, 1977; Record of Survey Map No. 1087, Document No. 471404 recorded June 21, 1977, and as shown on Exhibit "A" (a copy is attached and is incorporated by reference) to be used as public streets, were

12-968

offered for dedication to be used as public streets by Division of Land Map No. 20, Document No. 471405 recorded on June 21, 1977; and

WHEREAS, said offer of dedication has not been accepted by the Board of County Commissioners; and

WHEREAS, NRS 278.390 specifically provides that if the real property such as described in Division of Land Map No. 20, Document No. 471405 is rejected for use as a public street or roadway, the offer of dedication shall be deemed to remain open and the governing body may by resolution at any later date, and without further action by the property owner, rescind its action and accept the real property for public use; and

WHEREAS, the above described real property is necessary for the construction of roadway improvements for Special Assessment District No. 32 – Spanish Springs Valley Ranches Roadway Improvement Project; and

WHEREAS, said real property is necessary for public access and for use as public streets and roadways; and

WHEREAS, the Washoe County Board of Commissioners finds that it is in the best interest of the public to accept said dedication of real property for use as streets and roadways;

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners, pursuant to NRS 244.270 and NRS 278.390, that the offer of the dedications of the rights-of-way for Barranca Drive, Encanto Drive (except that portion located within parcel 9-1-1-4), Encanto Court, Los Arboles Lane, Quivera Lane, and a portion of Alamosa Drive being located within parcels 18-1-1-6 and 18-1-1-7, as offered

by Division of Land Map No. 20, Document No. 471405 recorded on June 21, 1977, as shown on Exhibit "A", are hereby accepted.

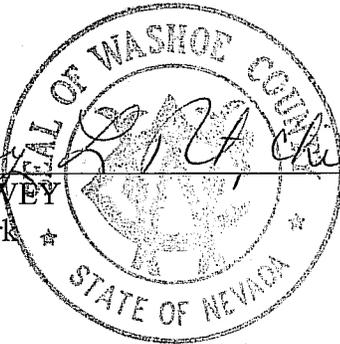
WASHOE COUNTY BOARD OF COMMISSIONERS

Robert M Larkin
ROBERT LARKIN, CHAIRMAN

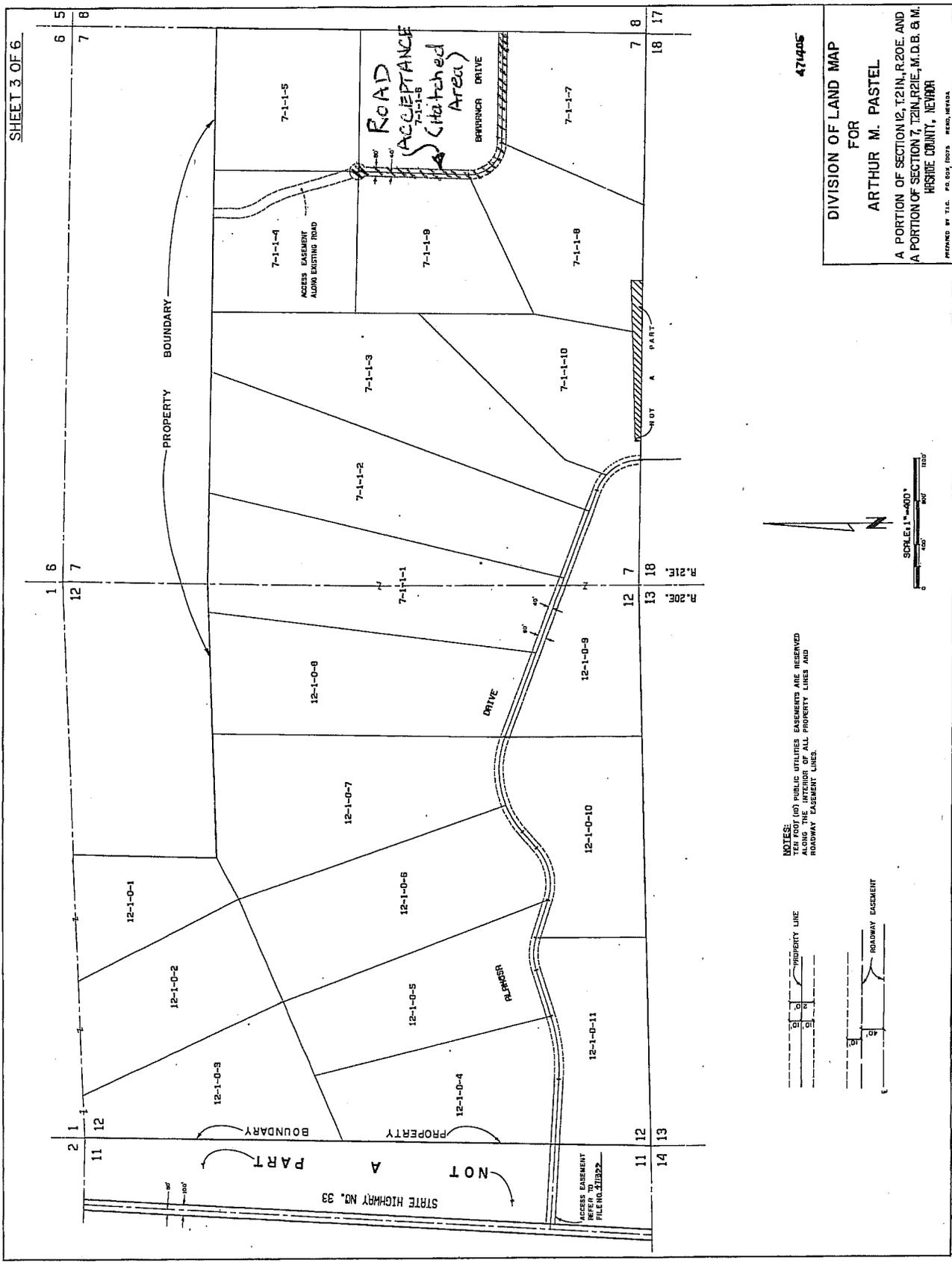
5/15/12, 2012

ATTEST:

Amy Harvey
AMY HARVEY
County Clerk



20 B



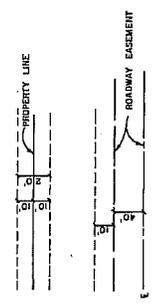
SHEET 3 OF 6

47496

DIVISION OF LAND MAP
 FOR
 ARTHUR M. PASTEL
 A PORTION OF SECTION 12, T21N, R20E, AND
 A PORTION OF SECTION 7, T21N, R21E, M.D.B. & M.
 HENRIE COUNTY, NEBRASKA
 PREPARED BY T.L.C. PLANNING, INC., NEBRASKA

Land Map # 20 B

NOTES:
 TEN FOOT (10') PUBLIC UTILITIES EASEMENTS ARE RESERVED
 ALONG THE INTERIOR OF ALL PROPERTY LINES AND
 ROADWAY EASEMENT LINES.

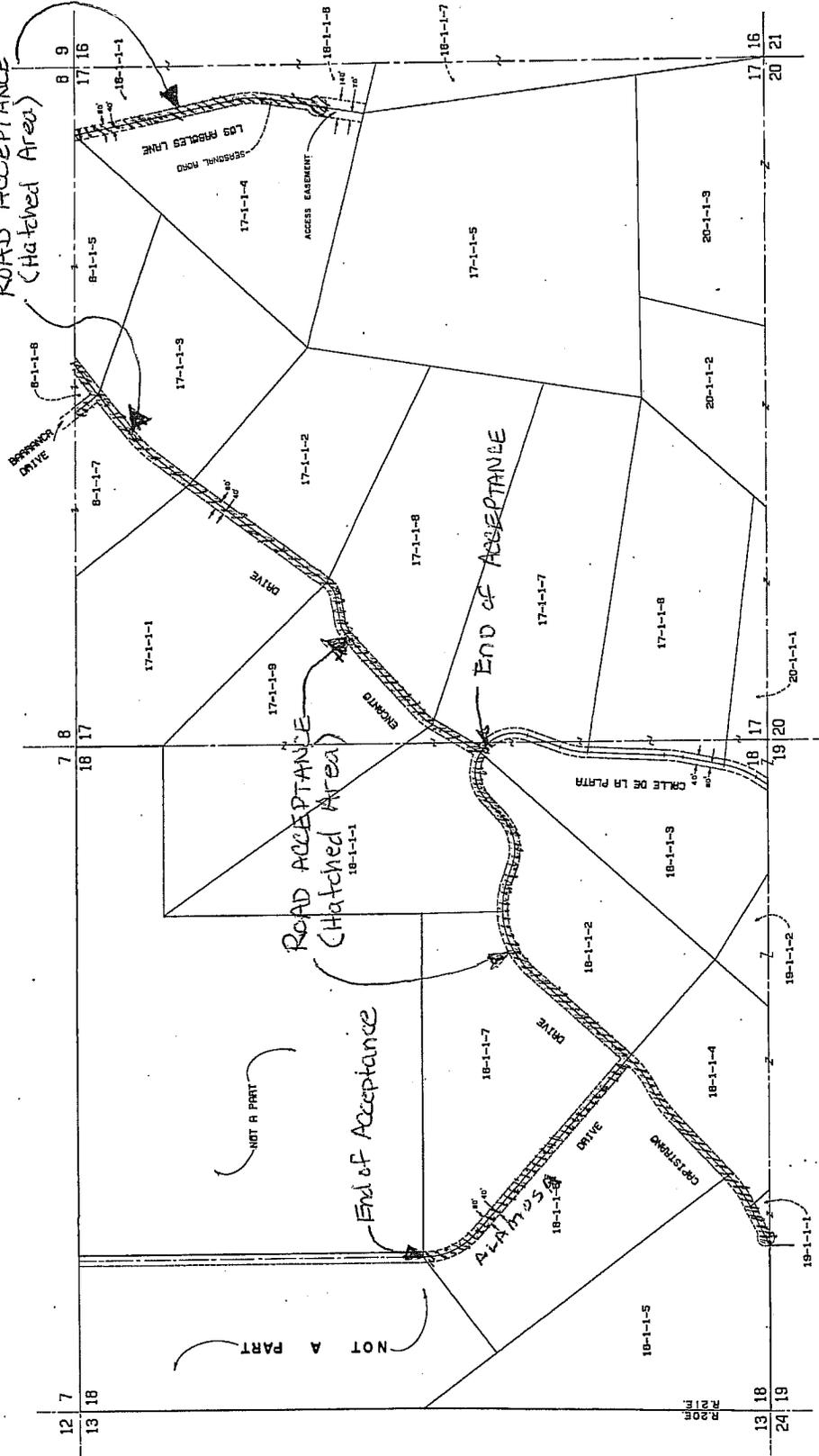


20 B

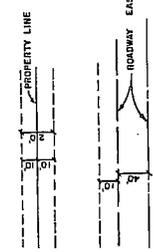
20 E

SHEET 6 OF 6

ROAD ACCEPTANCE
(Hatched Area)



NOTE: (1) NO PUBLIC UTILITIES EASEMENTS ARE RESERVED ALONG THE INTERIOR OF ALL PROPERTY LINES AND ROADWAY EASEMENT LINES.



471405

DIVISION OF LAND MAP
FOR
ARTHUR M. PASTEL
SECTIONS 17 AND A
PORTION OF 18 T.2N., R.2E., M.D.B.M.
HARSHIE COUNTY, NEVADA

PREPARED BY T.L.E. P.O. BOX 10075 RENO, NEVADA

Land Map # 20 E

20 E

APN: 076-371-48, 076-371-12, 076-371-11,
076-371-10, 076-371-07, 076-371-06, 076-371-03,
076-371-41, 076-371-40, 076-371-43, 076-371-47,
076-690-40, 076-690-39, 076-690-38, 076-690-69,
076-690-36, 076-690-35, 076-690-34, 076-690-68,
076-690-32, 076-690-31, 076-690-27, 076-690-44,
076-690-25, 076-690-17, 076-690-16, 076-690-13,
076-690-12, 076-690-11, 076-690-08, 076-690-71,
076-690-72, 076-690-05, 076-380-57, 076-690-03,
076-690-04, 076-690-01, 076-380-64, 076-380-67,
076-380-28, 076-380-26, 076-380-25, 076-380-49,
076-380-50, 076-380-46, 076-380-47, 076-380-48,
076-380-29, 076-380-30, 076-380-69, 076-380-13,
076-380-54, 076-380-53, 076-380-56, 076-380-41,
076-380-42, 076-380-43, 076-380-74, 076-380-17,
076-390-07, 076-390-43, 076-380-36, 076-380-33,
076-380-19, 076-380-39, 076-380-40, 076-380-37,
076-380-23, 076-380-24, 076-380-66

*When recorded return to:
Washoe County Engineering Division
PO Box 11130
Reno, NV 89520*

RESOLUTION ACCEPTING REAL PROPERTY
FOR USE AS A PUBLIC STREET
(Portions of Spanish Springs Valley Ranches Unit 2, Division of Land Map No. 23)

WHEREAS, it is a function of Washoe County to operate and maintain public streets; and

WHEREAS, the rights-of-way for Valle Verde Drive, Agua Fria Drive, Rio Seco Lane, El Molino Drive, Los Pinos Drive, Valle De Sol Blvd, La Mancha Drive, La Jolla Lane, La Posada Drive, Cielo Vista Drive, and Piedras Drive all being more fully described on Record of Survey Map No. 1095, Document No. 477222, recorded July 21, 1977; Record of Survey Map No. 1096, Document No. 477223, recorded July 21, 1977; Record of Survey Map No. 1097, Document No. 477224, recorded July 21, 1977, and as shown on Exhibit "A" (a copy is attached and is incorporated by reference), to be used as

12-408

public streets, were offered for dedication to be used as public streets by Division of Land Map No. 23, Document No. 477226 recorded on July 21, 1977; and

WHEREAS, said offer of dedication has not been accepted by the Board of County Commissioners; and

WHEREAS, NRS 278.390 specifically provides that if the real property such as described in Division of Land Map No. 23, Document No. 477226 is rejected for use as a public street or roadway, the offer of dedication shall be deemed to remain open and the governing body may by resolution at any later date, and without further action by the property owner, rescind its action and accept the real property for public use; and

WHEREAS, the above described real property is necessary for the construction of roadway improvements for Special Assessment District No. 32 – Spanish Springs Valley Ranches Roadway Improvement Project; and

WHEREAS, said real property is necessary for public access and for use as public streets and roadways; and

WHEREAS, the Washoe County Board of Commissioners finds that it is in the best interest of the public to accept said dedication of real property for use as streets and roadways;

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners, pursuant to NRS 244.270 and 278.390, that the offer of the dedications of the rights-of-way for Valle Verde Drive, Agua Fria Drive, Rio Seco Lane, El Molino Drive, Los Pinos Drive, Valle De Sol Blvd, La Mancha Drive, La Jolla Lane, the portion of La Posada Drive located within Section 31, Township 21 North, Range 21 East, Cielo

Vista Drive, and Piedras Drive offered by Division of Land Map No. 23, Document No. 477226 Recorded July 21, 1977, as shown on Exhibit "A", are hereby accepted.

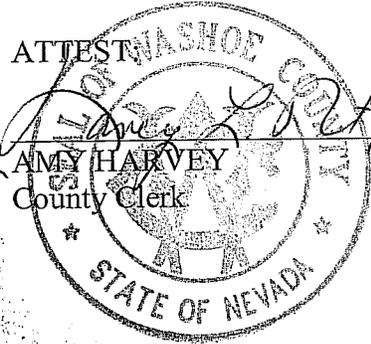
WASHOE COUNTY BOARD OF COMMISSIONERS

Robert M Larkin
ROBERT LARKIN, CHAIRMAN

5/15/12, 2012

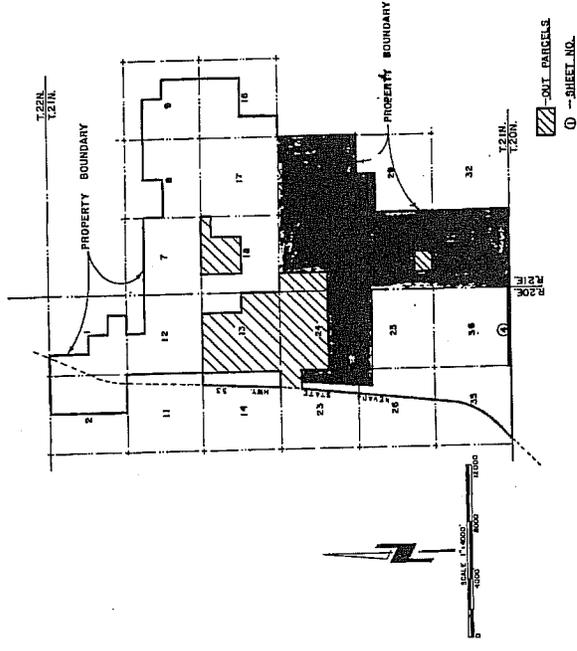
ATTEST

Amy Harvey
AMY HARVEY
County Clerk



Chief Deputy

DIVISION OF LAND MAP
 A PORTION OF SECTIONS 23, 24, 25, 26 AND 36 T.21N., R.20E.
 M.D.B.M. AND SECTIONS 20, 30 AND 31 AND A PORTION OF
 SECTIONS 19 AND 29 T.21N., R.21E., M.D.B.-S.M.
SPANISH SPRINGS VALLEY RANCHES
 UNIT 2
 WASHOE COUNTY, NEVADA



SURVEYOR'S CERTIFICATE
 I, HERBERT W. HENRY, CERTIFY THAT I HAVE PREPARED THIS MAP AT THE INSTANCE OF ARTHUR M. PASTEL AND THAT ALL PARCELS SHOWN HEREON CONTAIN FORTY (40) ACRES OR MORE, THAT THIS DIVISION OF LAND MAP WAS PASSED ON A PUBLIC HEARING OF THE BOARD OF COUNTY COMMISSIONERS ON A DATE FILED WITH THE OFFICE OF THE CLERK OF SAID BOARD OF COUNTY COMMISSIONERS, AND THAT I HAVE FILED RECORDS OF SURVEY MAPS OF SAID RETRACEMENT AND ALL PARCELS SHOWN HEREON IN THE OFFICE OF THE CLERK OF SAID BOARD OF COUNTY COMMISSIONERS, FILE NO. 477256.



OWNER'S CERTIFICATE AND DECLARATION
 I, ARTHUR M. PASTEL, DO HEREBY CERTIFY THAT I HAVE CAUSED THIS DIVISION OF LAND MAP TO BE PREPARED AND THAT I AM THE ONLY PARTY HAVING ANY RECORD TITLE OR INTEREST IN THE LANDS SHOWN HEREON, AND DO HEREBY OFFER THE AREA OF ROADWAY PARCELS AS A CONTINUING DEDICATION TO THE GOVERNING BODY, AND DO ALSO HEREBY RESERVE A TEN (10) FOOT PUBLIC UTILITY EASEMENT ALONG THE INTERSECTION OF THE ROADWAY PARCELS AND DO HEREBY RESERVE ABOVE PUBLIC UTILITY EASEMENTS ARE OFFERED AND RESERVED TOGETHER WITH THE RIGHT TO INSTALL GUY AND ANCHOR FACILITIES AT ANGLE POLE AND TERMINAL LOCATIONS AND TO INSTALL AND MAINTAIN THEREON ANY AND ALL WIRE MORE THAN 25 FEET FROM POLES SO SUPPORTED.

Arthur M. Pastel
 ARTHUR M. PASTEL

NOTARY CERTIFICATE
 I, MARGARET J. JAMES, NOTARILY APPEARED BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF NEVADA, AND ACKNOWLEDGED THAT HE SIGNED THE ABOVE INSTRUMENT.

Margaret J. James
 MARGARET J. JAMES
 NOTARY PUBLIC

RECORDER'S CERTIFICATE
 FILE NO. 477256
 FILED AT THE OFFICE OF THE CLERK OF SAID BOARD OF COUNTY COMMISSIONERS, WASHOE COUNTY, NEVADA, THIS 22ND DAY OF JULY, 1972, AT 4:57 MINUTES PAST 2ND P.M., OFFICIAL RECORDS, WASHOE COUNTY, NEVADA.

James F. James
 JAMES F. JAMES
 DEPUTY

SEE - \$ 5.00

DIVISION OF LAND MAP
 FOR
 ARTHUR M. PASTEL
 A PORTION OF SECTIONS 23, 24, 25, 26 AND 36 T.21N., R.20E. M.D.B.M. AND SECTIONS 20, 30 AND 31 AND A PORTION OF SECTIONS 19 AND 29 T.21N., R.21E., M.D.B.-S.M., WASHOE COUNTY, NEVADA

477256

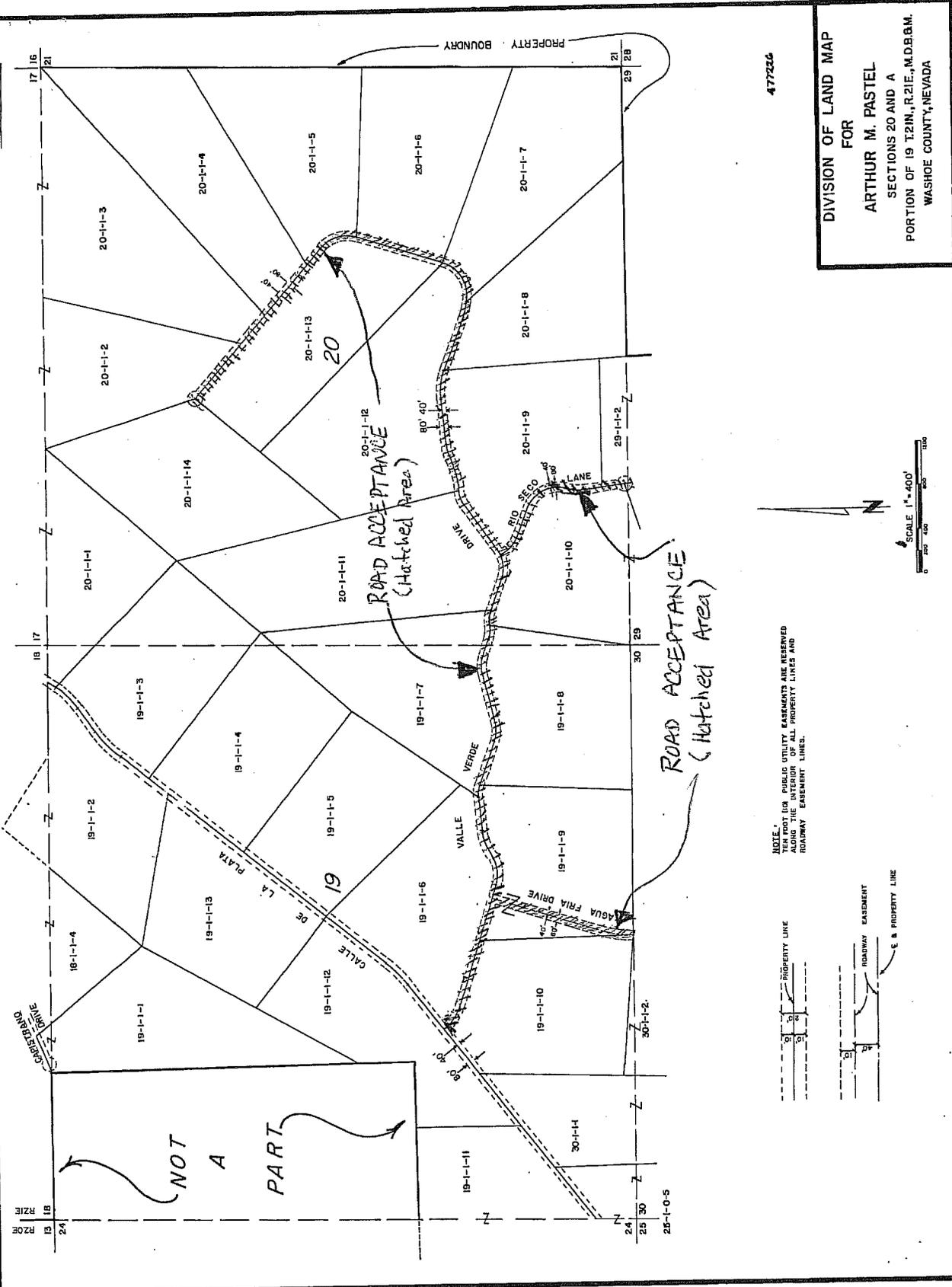
PREPARED BY THE WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS

RECOUNTED AND RECORDED IN BOOK 2609 P. 22

Land Map # 23

23 A

SHEET 2 OF 3



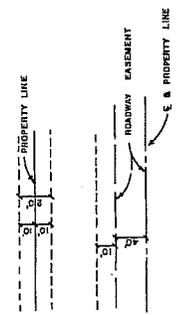
19-1-1-1
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20-1-1-98
20-1-1-99
20-1-1-100

NOT A PART

ROAD ACCEPTANCE (Hatched Area)

ROAD ACCEPTANCE (Hatched Area)

NOTE: PUBLIC UTILITY EASEMENTS ARE RESERVED ALONG THE INTERIOR OF ALL PROPERTY LINES AND ROADWAY EASEMENT LINES.



477224

DIVISION OF LAND MAP
 FOR
 ARTHUR M. PASTEL
 SECTIONS 20 AND A
 PORTION OF 19 T21N, R21E, M.D.B.M.
 WASHOE COUNTY, NEVADA

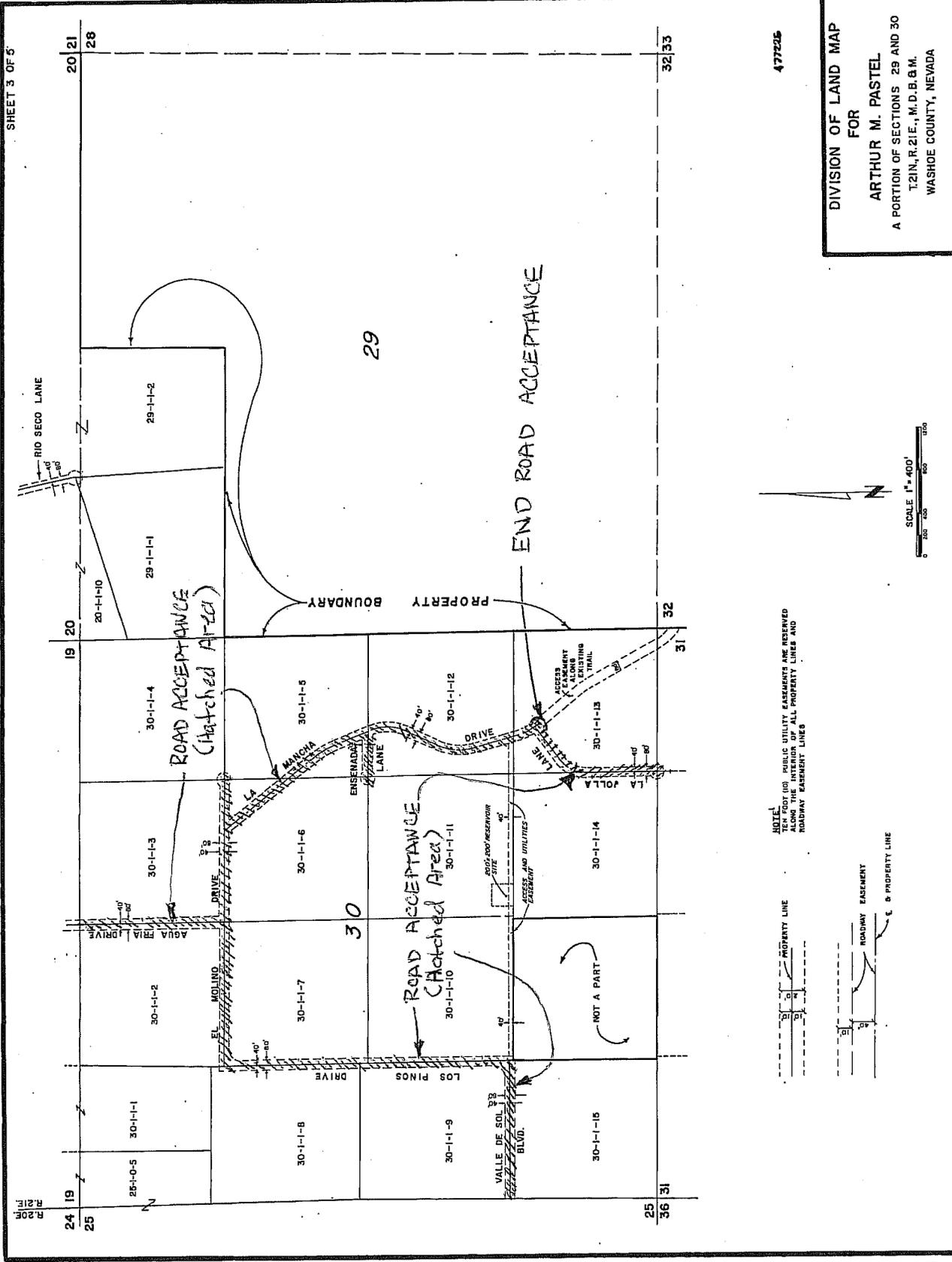
Land Map # 23 A

Preparation Accepted, Streets in Book 2019 19-22

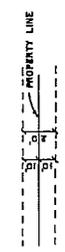
23 A

23B

SHEET 3 OF 5



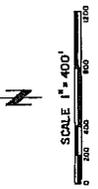
NOTE: PUBLIC UTILITY EASEMENTS ARE INDICATED BY DASHED LINES ALONG WITH ALL PROPERTY LINES AND ROADWAY EASEMENT LINES



NOT A PART

477225

DIVISION OF LAND MAP
 FOR
 ARTHUR M. PASTEL
 A PORTION OF SECTIONS 29 AND 30
 T.21N., R.21E., M.D.B. & M.
 WASHOE COUNTY, NEVADA



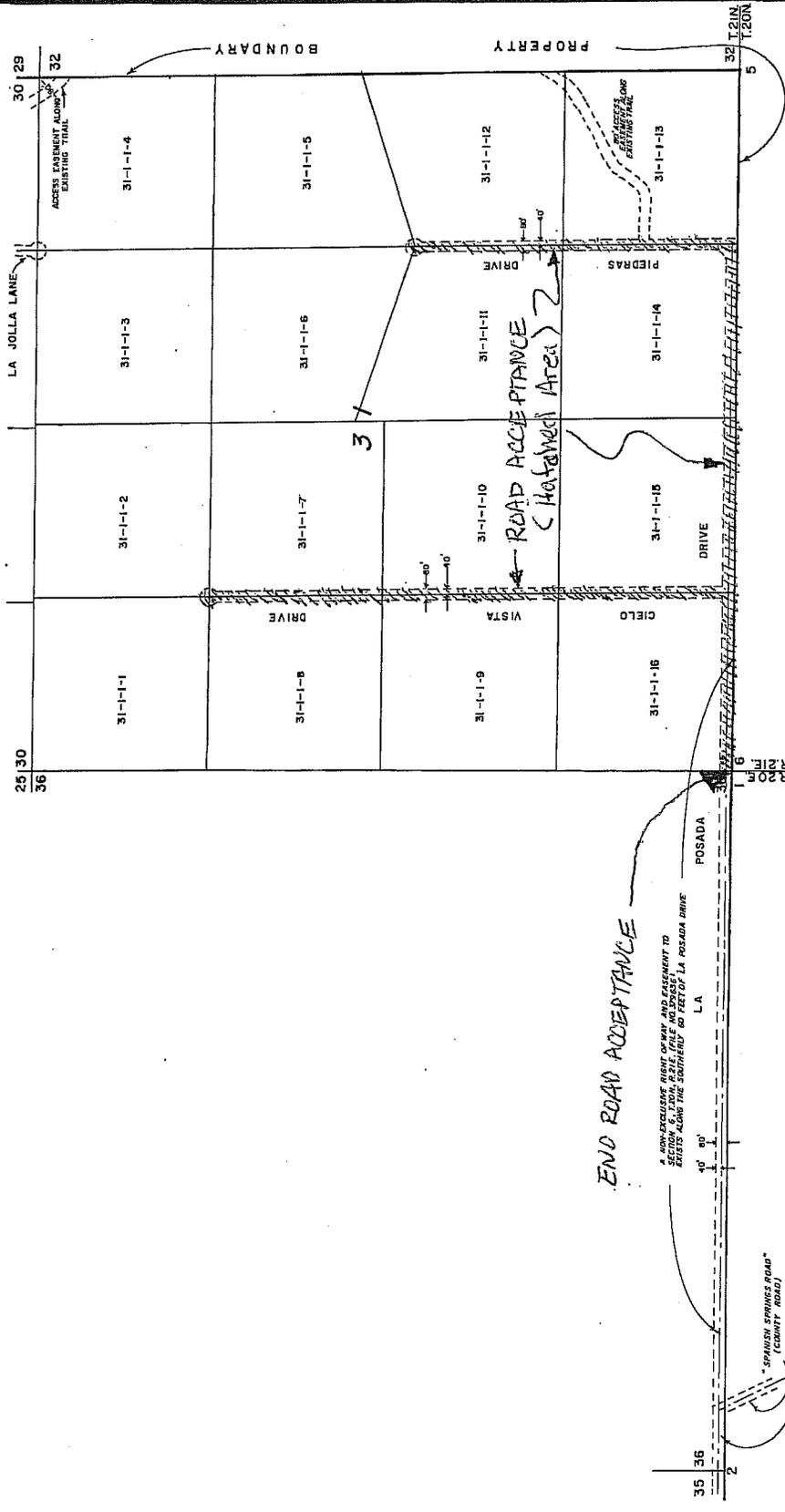
Land Map # 23B

Association/Mapmaking Services in Great Salt Lake 1972

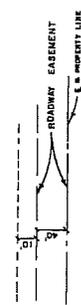
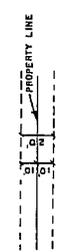
23B

23C

SHEET 4 OF 5



NOTE:
TEN FOOT (10') PUBLIC UTILITY EASEMENTS ARE SHOWN
ALONG THE INTERIOR OF ALL PROPERTY LINES AND
ROADWAY EASEMENT LINES.



DIVISION OF LAND MAP
FOR
ARTHUR M. PASTEL
SECTION 31 T21N, R.21E, AND A
ROADWAY EASEMENT ALONG THE SOUTH LINE
OF SEC. 31-6, T21N, R.20E., N.D.B.M.,
WASHOE COUNTY, NEVADA

4772264

RECORDED IN PLAT BOOK 5923, P. 2.

Land Map # 23C

23C

SCALE: 1" = 400'
0 200 400 600 800 1000

INTERLOCAL AGREEMENT

BETWEEN

THE CITY OF RENO, ON BEHALF OF THE RENO POLICE DEPARTMENT,
WASHOE COUNTY, ON BEHALF OF THE WASHOE COUNTY SHERIFF'S OFFICE
AND CITY OF SPARKS, ON BEHALF OF THE SPARKS POLICE DEPARTMENT

FOR THE MANAGEMENT AND DISPOSITION OF
2012 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

WHEREAS, the City of Reno, Washoe County and the City of Sparks have all previously been individual recipients of Block Grant Funds and Byrne Grant Funds for their respective law enforcement entities; and

WHEREAS, changes in the federal program have now combined Byrne Grants and Block Grants into Justice Assistance Grants (JAG) which require regional applications with one entity acting as fiscal agent of the grant; and

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, the City of Reno, Washoe County and the City of Sparks have agreed that the City of Reno should be the fiscal agent for the JAG grant application; and

WHEREAS, the Federal Government requires that a cooperative agreement between the parties, approved by the governing body of the proposed fiscal agent, accompany the grant application;

NOW THEREFORE, the parties agree as follows:

1. **Fiscal Agent.** The City of Reno shall be the fiscal agent for the JAG grant application currently being submitted in the amount of \$159,525.
2. **Allocation of Funds.** Should the JAG application be approved, the funds will be allocated in the following manner:

a. City of Reno, Reno Police Department	\$63,810.00
b. Washoe County, Washoe County Sheriff's Office	\$63,810.00
c. City of Sparks, Sparks Police Department	\$31,905.00

If the funds approved are in an amount different than set forth in paragraph 1 above, then the funds will be allocated with the same percentage to each respective party ie. City of Reno 40%, Washoe County 40% and City of Sparks 20%.

3. **Expenditure of Funds.** If approved, JAG funds are anticipated to be expended as follows:

12-118
81h-21

- a. Reno Police Department:
 - i. \$38,286.00: law enforcement training
 - ii. \$25,524.00: law enforcement overtime

- b. Washoe County Sheriff's Office:
 - i. \$23,810.00: law enforcement equipment
 - ii. \$20,000.00: training/travel for Sheriff's Office personnel
 - iii. \$20,000.00: personnel (overtime for Sheriff's Office personnel, part time/hourly/intermittent personnel)

- c. Sparks Police Department:
 - i. \$21,905.00: law enforcement equipment
 - iv. \$10,000.00: law enforcement training

4. **Approval.** Any reallocation of the funds from that stated in this Agreement will be submitted to the fiscal agent for approval.

5. **Compliance.** All parties agree to comply with all terms required under the grant application, grant requirements and all laws related to the receipt of funds pursuant to the grant terms. Any failure to comply by a party may adversely affect that party's right to receive funds under the grant.

6. **Receipts.** The parties will be required to provide receipts to the City of Reno for the purchases prior to reimbursement. Receipts shall be provided to:

Bridget Pincolini
Reno Police Department
P.O. Box 1900
Reno, Nevada 89505

7. **Monthly Reports.** All parties will abide by the enhanced performance measure requirements of the Bureau of Justice Assistance and will provide monthly reports to the fiscal agent in order to meet the ten day after quarter deadlines

8. **Fiscal and Programmatic Reporting.** The City of Reno will be responsible for fiscal and programmatic reporting.

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

10. **Indemnification.** Each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and

agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the Agreement.

The indemnification obligation under paragraph 9 is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

11. **Successors and Assigns.** The parties agree to bind themselves and their successors and assigns to the other party and to the successors and assigns of said party with respect to the performance of this Agreement. Except as otherwise set forth herein, none of the parties shall assign or transfer interest in this Agreement without the written consent of the other.
12. **Authority.** Each party acknowledges that the person signing this Agreement is authorized or has been authorized to enter into this Agreement on behalf of his principal.
13. **Attorney's Fees.** In the event any party files suit to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs of suit.
14. **No Third-Party Rights.** The parties expressly disclaim the creation of any right in any third party whatsoever under this Agreement. There are no third-party beneficiaries. The only persons who may enforce this Agreement and any rights under this Agreement are the City and the parties to this Agreement.
15. **Severability.** If any section, subsection, clause, phrase, or word of this Agreement is for any reason held invalid, unenforceable or unconstitutional by any court of competent jurisdiction, such section, subsection, clause, phrase, or word shall be deemed a separate, distinct and independent provision and such holding shall not negatively affect the validity of the remaining portions of this Agreement. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.
16. **Jurisdiction.** This Agreement shall be administered and interpreted under the laws of the State of Nevada. Enforcement of this Agreement shall be in a court of appropriate jurisdiction in Reno, Nevada.
17. **Entire Agreement.** This Agreement contains the entire agreement of the parties on the matters covered. There are no verbal agreements, representations, or understandings affecting this Agreement.
18. **Transfer or Assign.** Neither party shall transfer, assign or attempt to assign this Agreement or any part thereof to any third party, without prior written consent of the other party.

19. **Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
20. **Termination.** This Agreement may be terminated with or without cause by any party upon thirty (30) days written notice to the other parties. Termination shall not affect any of the rights or obligations of any party to the other accruing prior to the termination date.

APPROVED this _____ day of May 2012

RENO POLICE DEPARTMENT

Stephen Pitts, Chief

WASHOE COUNTY SHERIFF'S OFFICE

FOR: HALEY

Michael Haley, Sheriff

SPARKS POLICE DEPARTMENT

Steve Keefer, Chief

CITY OF RENO

BY: _____
Robert A Cashell, Sr., Mayor

DATE: _____

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
Deputy City Attorney

CITY OF SPARKS

BY: _____
Geno Martini, Mayor

DATE: _____

APPROVED AS TO FORM:

By: Assistant City Attorney

WASHOE COUNTY, by and through its Board of County Commissioners

BY: *Robert M. Swallen*

John Breternitz, Chairman

Robert M. Carlin
DATE: *5/15/12*

ATTEST:

BY: *Jenny L. R. Chief Deputy*

County Clerk

BY: *Paul Lepore*

Deputy District Attorney

ATTEST: _____
City Clerk

DATE: _____

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APPROVED this _____ day of May 2012

RENO POLICE DEPARTMENT

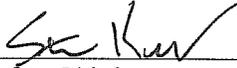
WASHOE COUNTY SHERIFF'S OFFICE



Stephen Pitts, Chief

Michael Haley, Sheriff

SPARKS POLICE DEPARTMENT



Steve Keefer, Chief

CITY OF RENO

**WASHOE COUNTY, by and through its
Board of County Commissioners**

BY: _____
Robert A Cashell, Sr., Mayor

BY: _____
John Breternitz, Chairman

DATE: _____

DATE: _____

ATTEST:

ATTEST:

BY: _____
City Clerk

BY: _____
County Clerk

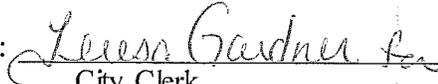
APPROVED AS TO FORM:

BY: _____
Deputy City Attorney

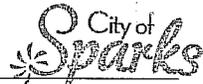
BY: _____
Deputy District Attorney

CITY OF SPARKS

BY: 
Geno Martini, Mayor

ATTEST: 
City Clerk

DATE: 4-23-12

DATE: 4-23-12 

APPROVED AS TO FORM:


By: Assistant City Attorney

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- 20. **Termination.** This Agreement may be terminated with or without cause by any party upon thirty (30) days written notice to the other parties. Termination shall not affect any of the rights or obligations of any party to the other accruing prior to the termination date.

APPROVED this 14th day of May 2012

RENO POLICE DEPARTMENT

WASHOE COUNTY SHERIFF'S OFFICE

[Signature]
Stephen Pitts, Chief

[Signature]
Michael Haley, Sheriff

SPARKS POLICE DEPARTMENT

[Signature]
Steve Keefer, Chief

CITY OF RENO

WASHOE COUNTY, by and through its
Board of County Commissioners

BY: [Signature]
Robert A. Cashell, Sr., Mayor

BY: _____
John Breternitz, Chairman

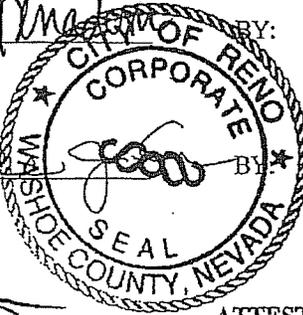
DATE: 5-14-12

DATE: _____

ATTEST: [Signature]
BY: _____
Deputy City Clerk

ATTEST: _____
BY: _____
County Clerk

APPROVED AS TO FORM:
BY: [Signature]
Deputy City Attorney



BY: _____
Deputy District Attorney

CITY OF SPARKS

BY: [Signature]
Geno Martini, Mayor

ATTEST: [Signature]
City Clerk

DATE: 4-23-12

DATE: 4-23-12 [Signature] City of Sparks

APPROVED AS TO FORM:
[Signature]
By: Assistant City Attorney

RESOLUTION NO. ____

A RESOLUTION DIRECTING THE COUNTY TREASURER TO GIVE NOTICE OF THE SALE OF PROPERTIES SUBJECT TO THE LIEN OF A DELINQUENT ASSESSMENT; RATIFYING ALL ACTIONS PREVIOUSLY TAKEN; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the Board of Commissioners (the "Board") of the County of Washoe (the "County"), State of Nevada, pursuant to different ordinances heretofore duly passed and adopted, created County improvement districts as more particularly described at Exhibit A attached hereto and incorporated herein (the "Districts"), and ordered the acquisition of improvements within said Districts, and determined to defray a portion of the entire cost and expense of such improvements by special assessments, according to benefits, against the benefited lots, tracts and parcels of land ("properties") in the respective Districts; and

WHEREAS, the Board has by their respective ordinances levied assessments against the properties; and

WHEREAS, the Board has directed and hereby reaffirm their direction to the County Treasurer to collect and enforce the assessments in the Districts in the manner provided by Nevada's Consolidated Local Improvements Law, NRS Chapter 271; and

WHEREAS, the assessment installments on certain properties in the Districts are delinquent, as identified in Exhibit A attached hereto ("delinquent properties"), and remain delinquent after delivery by certified mail, return receipt requested, of a ten day delinquency notice to each delinquent property owner; and

WHEREAS, the Board desires that the County Treasurer proceed with a notice of the sale of the delinquent properties as provided in NRS 271.545 and sell the delinquent properties pursuant to NRS 271.540 to NRS 271.630.

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b/h-2

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

1. The Board hereby exercises its option to cause the whole amount of the unpaid principal of the assessments on the delinquent properties to become due and payable as provided in NRS 271.410.

2. The Board hereby ratifies all action previously taken by the County Treasurer and directs the County Treasurer to give notice of the sale of the delinquent properties and to sell the delinquent properties pursuant to NRS 271.540 to NRS 271.630. **The sale shall take place at 11:00 a.m. on July 31, 2012, in the Washoe County Central Conference Room, 1001 E 9Th St Building C, Reno Nevada,** which the Board hereby finds a convenient location within the County.

3. If some irregularity or circumstance arises before the sale of any delinquent property such that in the opinion of the Washoe County Treasurer the public interest would best be served by withdrawing such a delinquent property from sale, the Washoe County Treasurer is hereby expressly authorized to make such a withdrawal. The Treasurer shall report to the Board in writing concerning his decision to make such a withdrawal and shall state the reasons for the decision.

4. The County Treasurer shall give the notice as provided in NRS 271.545, by publication in the Reno Gazette Journal, a newspaper of general circulation in the County, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the day of sale. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Such service by publication shall be verified by the affidavit of the publisher and filed with the County Treasurer. The County Treasurer or his designee shall also give written notice of sale by mailing a copy of such notice, by first-class mail, postage prepaid, at least 20 days prior to the day of sale, to the last known owner or owners of all properties subject to sale or other designated person at his or

her last-known address or addresses; and to any person or governmental entity that appeared in the records of the County to have a lien or other interest in the delinquent property. Proof of such mailing shall be made by the affidavit of the County Treasurer or his designee and such proof shall be filed with the County Treasurer. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the County Treasurer until all special assessments and special assessment bonds issued (if such special assessment bonds have been or are hereafter issued) shall have been paid in full, both principal and interest, until any period of redemption has expired or property sold for an assessment, or until any claim is barred by an appropriate statute of limitations, whichever occurs last.

5. The officers of the County are hereby authorized to take all action necessary to effectuate the provisions of this Resolution.

6. The resolution is effective on passage and approval.

ADOPTED this 15th Day of May 2012, by the following vote:

AYES: Larkin, Weber, Humke, Breckenrife, Jung

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Robert M Larkin
Chairman
Washoe County Commission

ATTEST:
Dorey L. D. Chief Deputy
County Clerk

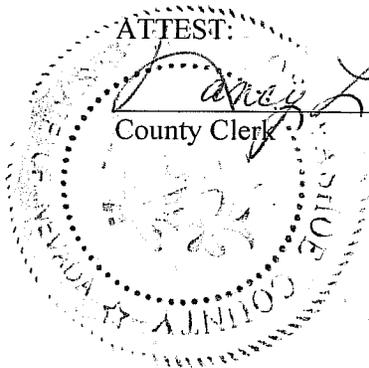


EXHIBIT A

Delinquent Parcels – by Assessment District - as of 04/18/2012

WCAD #23 Arrowcreek Water —**District 2**
5 parcels

152-271-11
152-340-04
152-462-05
152-764-03
152-911-06

WCAD #32 Spanish Springs Valley Ranch Rd Imp—**District 4 & 5**
65 parcels

076-310-14
076-310-18
076-310-46
076-360-53
076-371-40
076-380-59
076-380-60
076-380-75
076-380-76
076-380-77
076-380-78
076-380-79
076-380-80
076-390-46
076-390-53
076-390-56
076-690-02
076-690-04
076-690-45
076-690-46
076-690-47
076-870-06
076-870-07
076-870-08
076-870-09
076-870-10
076-870-11
076-870-12
076-870-13
076-870-14
076-880-01
076-880-05
076-880-06

076-880-07
076-880-09
076-880-10
076-880-11
076-880-13
076-880-14
076-880-15
076-880-16
076-890-03
076-890-04
076-890-05
076-890-06
076-890-07
076-890-09
076-890-11
076-890-12
076-890-13
076-890-14
076-890-21
076-890-22
076-890-24
076-890-25
076-890-28
076-890-31
076-890-34
076-890-35
076-890-37
076-890-38
077-230-19
077-230-21
077-230-22
534-582-08

WCAD #35 Rhodes Rd—**District 2**
1 parcel

050-520-39

WCAD #37 Spanish Springs Sewer Phase 1A—**District 4**
4 parcels

089-243-03
089-274-01
089-344-14
089-344-17

Total Parcels 75

INTERLOCAL AGREEMENT

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

2. RECITALS

2.1 The Parties are public agencies under NRS 277.100;

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

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

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

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

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

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

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

6. INVESTMENTS AND ALLOCATION

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

6.2 Treasurer will allocate and distribute on account for District the District’s pro rata share of any gains, losses and interest earnings in the Fund based upon the proportion of

12-4-20

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

7. PROCESSING DISTRICT'S DEBT PAYMENTS

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

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

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

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

10. WITHDRAWALS AND TERMINATION

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

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

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

11. INDEMNIFICATION/HOLD HARMLESS

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

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

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

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

12. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

Sierra Fire Protection District
1001 East Ninth Street
P.O. Box 11130
Reno, Nevada 89520

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

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

12.9 This Agreement is effective upon the later of the date the last signing party signs this Agreement ("Effective Date"), or July 1, 2012.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

WASHOE COUNTY

**SIERRA FIRE
PROTECTION DISTRICT**

Dated this 15th day of May, 2012

Dated this 24 day of April, 2012

By: Robert M Larkin
Robert Larkin, Chairman
Board of Commissioners

By: Robert M Larkin
Robert Larkin, Chairman
Board of Fire Commissioners



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2. RECITALS

2.1 The Parties are public agencies under NRS 277.100;

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

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12-4-21

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

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

11. INDEMNIFICATION/HOLD HARMLESS

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

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

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

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

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

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

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

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

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

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

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

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

Truckee Meadows Fire Protection District
1001 East Ninth Street
P.O. Box 11130
Reno, NV 89520

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

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

12.9 This Agreement is effective upon the later of the date the last signing party signs this Agreement ("Effective Date"), or July 1, 2012.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

WASHOE COUNTY

**TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT**

Dated this 15th day of May, 2012

Dated this 24 day of April, 2012

By: Robert M Larkin
Robert Larkin, Chairman
Board of Commissioners

By: Robert M Larkin
Robert Larkin, Chairman
Board of Fire Commissioners

ATTEST:

[Signature]
Chief Deputy

ATTEST:

[Signature]