

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

TUESDAY

10:00 A.M.

NOVEMBER 8, 2011

PRESENT:

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

Nancy Parent, Chief Deputy Clerk (10:00 a.m. – 1:50 p.m.)

Amy Harvey, County Clerk (5:30 p.m. – 6:50 p.m.)

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 Clerk called the roll and the Board conducted the following business:

11-969 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.”

Robert Barone read from a prepared statement, which was placed on file with the Clerk. He stated his opposition to the proposed County Bond Bank.

Jim Galloway voiced his opposition to the proposed County Bond Bank. He read from a prepared statement, which was placed on file with the Clerk.

Pete Umphress stated his opposition toward the proposed County Bond Bank.

11-970 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.)”

Due to a noticing problem, Katy Simon, County Manager, noted that Agenda Item 35 had been pulled from the agenda.

Commissioner Larkin reported that he attended a Sun Valley Citizen Advisory Board (CAB) meeting and received several questions to be given to the Regional Transportation Commission (RTC) during their November 18, 2011 meeting. He requested that either Commissioner Jung or Commissioner Weber be present during public comment at the RTC meeting since the Chairman of the Sun Valley CAB would bring forward specific questions. He announced that the latest trailhead in the Spanish Springs area was scheduled for dedication on November 12, 2011.

Commissioner Weber announced that Job Corps would be conducting a “job shadowing” on February 9, 2012 and encouraged the Board and other staff members to participate.

Chairman Breternitz requested an agenda item relating to the Shared Services Committee for the first meeting in January 2012. Specifically, a discussion on the correlation and cooperation efforts toward Information Technology (IT), Human Resources, Purchasing, the WC-2 related studies, and Business Licenses and Building Permits.

11-971 AGENDA ITEM 5 – EXCELLENCE IN PUBLIC SERVICE

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

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

Essentials of Personal Effectiveness

Joanna Schultz, Office Support Specialist

Essentials of Support Staff

Ingrid Oravetz, Veterinary Technician

Charles Wright, Deputy Recorder I

Joanna Schultz, Office Support Specialist

11-972 AGENDA ITEM 6 – PROCLAMATION

Agenda Subject: “Proclamation--November 2011 as National Family Caregivers Month. (All Commission Districts.)”

Commissioner Jung read and presented the Proclamation to Grady Tarbutton, Senior Services Director and Diane Ross, CEO of The Continuum and a leader in the Nevada Caregiver Coalition. Mr. Tarbutton thanked the Board for the Proclamation and discussed the successful partnership with the Nevada Caregiver Coalition.

Ms. Ross appreciated the recognition of the County’s caregivers and noted that 55 caregivers would be recognized during the upcoming 6th Annual Caregivers luncheon.

There was no public comment on this item.

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

11-973 AGENDA ITEM 7 – PROCLAMATION

Agenda Subject: “Proclamation--November 2011 as Pancreatic Cancer Awareness Month. (All Commission Districts.) Requested by Chairman Breternitz.”

Chairman Breternitz read and presented the Proclamation to Virginia and Stuart Jed. Ms. Jed thanked the Board for proclaiming November as Pancreatic Cancer Awareness Month. Currently, she explained her husband was battling Pancreatic Cancer and noted that the survival rate for this form of cancer was 6 percent after five years. She indicated Pancreatic Cancer had the only single digit survival rate and since there were no means of early detection, 75 percent of people diagnosed with this form of cancer would not survive within the first year of diagnosis. Ms. Jed added that Pancreatic Cancer was one of the few cancers in which the survival rate had not improved substantially over the last 40 years. She distributed a fact sheet from the Pancreatic Cancer Action Network, which was placed on file with the Clerk.

Mr. Jed thanked the Board for the Proclamation. He said there were two bills before Congress, S-362 and HR-733, which were the Pancreatic Research and Education bills. He requested the Board contact State representatives to help pass those bills.

There was no public comment on this item.

On motion by Chairman Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 7 be adopted.

CONSENT AGENDA

11-974 AGENDA ITEM 8A

Agenda Subject: “Approve minutes for the Board of County Commissioners’ meetings of September 27 and October 11, 2011.”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 8A be approved.

11-975 AGENDA ITEM 8B - CLERK

Agenda Subject: “Acknowledge receipt of report from County Clerk concerning compliance with SB 381 of the 76th Session of the Nevada Legislature with regard to the issuance of marriage licenses.”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 8B be acknowledged.

11-976 AGENDA ITEM 8C – COMMUNITY DEVELOPMENT

Agenda Subject: “Appoint Preston Sides as an At-Large member to fill an unexpired term to June 30, 2013 on the Verdi Township Citizen Advisory Board. (Commission District 5.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried with Commissioner Humke absent, it was ordered that Preston Sides be appointed as an At-Large member on the Verdi Township Citizen Advisory Board to fill an unexpired term to June 30, 2013.

11-977 AGENDA ITEM 8D – HUMAN RESOURCES

Agenda Subject: “Approve the revised Pro Tem Justice of the Peace panel for the Justice Courts pursuant to NRS 4.032; and approve same to serve as a list of

potential Administrative Enforcement Code hearing officers pursuant to WCC section 125.225. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 8D be approved.

11-978 AGENDA ITEM 8E – SHERIFF

Agenda Subject: “Approve release of Request for Proposal to solicit bids for a Court Security services contract for the Washoe County Sheriff’s Office to support the Washoe County Court System. (All Commission Districts.)”

In response to the call for public comment, Carla Fells, Washoe County Employees Association (WCEA) Executive Director, stated the Association’s opposition for the outsourcing of the Court Security services contract. She requested those positions be filled as employees retired. She indicated that the current Court Security employees were not offered the opportunity to take part in the voluntary separation incentives because they were not informed about those positions being outsourced until after the deadline for the incentives.

Katy Simon, County Manager, explained that this recommendation was brought forward in the Fundamental Review project. She indicated that she and others had met with the Court to discuss their requirement for security and noted this would save approximately \$275,000 a year. Ms. Simon said that the Court Security Officers, under the Washoe County Sheriff’s Office (WCSO), would be terminated from County employment, but there would be the intent to ask the contractor for a provision to hire the County’s qualified employees.

Sheriff Mike Haley clarified there was currently an invitation to bid, but noted that these positions were not mandated. There was specific language in the invitation to bid that requested any potential bidder to first consider employees currently in those positions. There was also a portion in the invitation to bid that set a salary range that still allowed the WCSO to achieve the reductions as directed. Currently, under the Public Employees Retirement System (PERS), retired employees could not return to PERS if they chose to work a few more years in a less stressful environment. This contract would allow those employees to return to work and not be held accountable under PERS or any other standard for the number of hours worked.

Commissioner Jung asked if the award of bid would be brought back to the Board to ensure that those functions were met and the actual savings achieved. Sheriff Haley replied that the bid document would come forward. He stated that staff had met with the affected employees to explain the process. If the budget shortfalls were not met

using this strategy, he said there would have to be a different way to achieve that reduction.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 8E be approved.

11-979 AGENDA ITEM 8F – TREASURER

Agenda Subject: “Approve Resolution Authorizing the Washoe County Treasurer to Transfer to Other Governmental Entities, Real Property held in Trust Due to Property Tax Delinquencies and Other Matters Properly Related Thereto. (Commission District 3.)”

There was no public comment on this item.

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

***10:45 a.m.** Commissioner Humke arrived.

BLOCK VOTE

The following agenda items were consolidated and voted on in a block vote: Agenda Items 16, 17, 19, 20, 21, 23, 24, 25, 26 and 28.

11-980 AGENDA ITEM 16 - PURCHASING

Agenda Subject: “Recommendation to approve the retention of OfficeMax Inc. as Washoe County’s supplier of record for Office Supplies and Copy Paper utilizing the joinder provision of the Oakland County, Michigan (America Saves Program) contract number 003209 on an interim basis, and authorize the Purchasing Office to solicit new bids or enter into a new joinder agreement for Office Supplies and Copy Paper for a one year period with two single year renewal options [estimated annual amount of \$370,000]. (All Commission Districts.)”

There was no public comment on this item.

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

11-981 AGENDA ITEM 17 - SHERIFF

Agenda Subject: “Recommendation to accept direct grant award from the US Department of Justice, Office of Community Oriented Policing Services (COPS) grant number 2011UMWX0140 for the period of 9/1/11 through 8/31/14 [\$272,092 with County match estimated at \$91,000 to retain employee for fourth year during Fiscal Year 2014/15]; funding to hire one new deputy sheriff for a period of three years to implement the Community Orientated Policing strategy for Quality of Life Problems: Abandoned vehicles, illegal dumping, and graffiti; and if accepted, authorize Chairman to execute grant and authorize Finance to make necessary budget adjustments and the Human Resources Department to create a new Deputy Sheriff position. (All Commission Districts.)”

There was no public comment on this item.

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

11-982 AGENDA ITEM 19 - PARKS

Agenda Subject: “Recommendation to approve the purchase of 13.32 acres of vacant land (APN #038-100-01) along the Truckee River near Verdi to maintain as open space and utilize for passive recreation [\$840,000 plus estimated closing costs of \$5,000; funding sources State Question One-Truckee River (SQ-1) bond and Washoe County Regional Parks, Trails and Open Space bond (WC-1)]; and if approved, authorize Chairman to act on behalf of Washoe County to execute and deliver any and all instruments and funds, including without limitation, contracts, agreements, notices, escrow instructions and deeds as may be necessary or appropriate to accomplish the acquisition of the Riverbend parcel in the name and on behalf of Washoe County. (Commission District 5.)”

There was no public comment on this item.

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

11-983 AGENDA ITEM 20 – DISTRICT ATTORNEY/TECHNOLOGY SERVICES

Agenda Subject: “Recommendation to approve Agreement between Washoe County and New Dawn Technologies for the purchase of JustWare prosecutor software to be licensed and installed for the Washoe County District Attorney’s Office including certain training, project management, maintenance, support and upgrades [estimated total cost of \$352,000]; and if approved, direct the Finance Department

to move the project funding from the project account PW920203 in the Capital Improvement Fund for general government application infrastructure projects to the DA JustWare judicial function project PW920347. (All Commission Districts.)”

There was no public comment on this item.

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

11-984 AGENDA ITEM 21 – MANAGEMENT SERVICES/FIRE SERVICES COORDINATOR

Agenda Subject: “Recommendation to approve an amendment to an existing Professional Services Agreement between Washoe County and EPI-USE America, Inc. to bring Truckee Meadows Fire Protection District (TMFPD) onto Washoe County's SAP system for human resources, recruitment & selection, employee self-service (including time), payroll and benefits, to be performed by Washoe County through its contractor EPI-USE America, Inc., pursuant to the Cooperative Fire Protection Agreement dated November 16, 1999 between TMFPD and Washoe County [not to exceed amount of \$210,000]; and if approved, authorize the Purchasing and Contracts Manager to execute the amendment for the same upon approval of a scope of work by Technology Services. (All Commission Districts.)”

There was no public comment on this item.

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

11-985 AGENDA ITEM 23 – SOCIAL SERVICES

Agenda Subject: “Recommendation to approve Interlocal Contract between the County of Washoe and Department of Health and Human Services Division of Mental Health and Developmental Services to authorize payment [approximately \$1,686,000 annually] pursuant to NRS 435.010 requiring County Commissioners to make provision for support, education, and care for children with mental retardation and children with related conditions retroactive from July 1, 2011 until June 30, 2013. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 23 be approved. The Contract for same is attached hereto and made a part of the minutes thereof.

11-986 AGENDA ITEM 24 – SOCIAL SERVICES

Agenda Subject: “Recommendation to authorize the Director of Social Services to accept grant [\$3,000,000 with \$333,333 County match required, \$130,198 in-kind salary/benefits and \$203,135 cash] from the Federal Administration for Children and Families to prevent long-term foster care for Federal Fiscal Year 2012; and, approve Contract between the County of Washoe and Action for Child Protection [\$1,274,384] to provide technical assistance and training to the Department; and, approve Contract between the County of Washoe and Children’s Cabinet [\$1,203,201] to provide case management services to Safe FC and Safe FC+ families (costs included in the total grant award request). (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 24 be authorized and approved.

11-987 AGENDA ITEM 25 – WATER RESOURCES

Agenda Subject: “Recommendation to award bid for the South Truckee Meadows Water Reclamation Facility 2011 Rehabilitation and Enhancement Project to KG Walters Construction Co., Inc., the lowest, responsive, responsible bidder [\$1,733,000 - Water Resources enterprise fund]; and, if awarded, authorize the Chairman to execute the Agreement Form. (Commission District 2.) To be heard before Agenda Item #26.”

There was no public comment on this item.

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

11-988 AGENDA ITEM 26 – WATER RESOURCES

Agenda Subject: “Recommendation to approve Agreement for Consulting Engineering Services between the County of Washoe and CH2M Hill Engineers, Inc. to provide construction management and engineering design services for the South Truckee Meadows Water Reclamation Facility Rehabilitation and Enhancement Project [\$994,850 - Water Resources enterprise fund]. (Commission District 2.) To be heard after Agenda Item #25.

There was no public comment on this item.

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

11-989 AGENDA ITEM 28 – PUBLIC WORKS

Agenda Subject: “Presentation on the goals of the Land Use and Transportation Element of the Master Plan as it relates to “complete street” design and possible direction to staff regarding the amendment of the Development Code in conformance with those goals and policies. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 28 be approved with the recommendation to amend the Development Code per staff recommendations.

11-990 AGENDA ITEM 9 – MANAGER/INCLINE JUSTICE COURT/INCLINE CONSTABLE

Agenda Subject: “Recommendation to approve the reorganization of the Incline Justice Court and Incline Constable’s Office to include creation of a Bailiff Supervisor position, abolishment of an Office Support Specialist and a part-time Deputy Clerk II and creation of an Intermittent Justice Support Specialist position and transfer of Pooled Positions budget authority from the Incline Constable to the Incline Justice Court with an estimated cost neutral fiscal impact and direct Human Resources and Finance Department to make the necessary adjustments effective November 8, 2011.”

There was no public comment on this item.

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

11-991 AGENDA ITEM 30 - MANAGER

Agenda Subject: “Recommendation to acknowledge Fundamental Review Implementation launch, recognize project leadership, and receive update on project status. (All Commission Districts.)”

Katy Simon, County Manager, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation highlighted the goals of the Fundamental Review, the report timeline, the implementation timeline, project implementation, core County values, Fundamental Review organizational structure, project life cycle, project leadership, projects and the next steps.

Chairman Breternitz inquired on the status of the proposed change agent position. Ms. Simon replied that direction was given for that position to be aligned in the County Manager’s Office. She said a position had been developed and the information transmitted to Human Resources.

Commissioner Larkin questioned the progress on the managed competition process. Ms. Simon explained that research had been completed nation-wide on best practices whereas a managed competition policy had been developed and would be brought to the Board during a January 2012 Commission meeting. She said that the managed competition process required a tremendous effort from employees to complete a competitive assessment of departmental operations and develop bids.

Ms. Simon invited the project leaders and project teams forward to be recognized. She announced that the County was being nominated to receive the Cashman Good Government Award for this project.

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

11:09 a.m. The Board convened as the South Truckee Meadows General Improvement District (STMGID) Board of Trustees.

11:16 a.m. The Board adjourned as the STMGID Board of Trustees and convened as the Truckee Meadows Fire Protection District (TMFPD) Board of Fire Commissioners.

12:07 p.m. The Board recessed as the TMFPD Board of Fire Commissioners and convened as the Sierra Fire Protection District (SFPD) Board of Fire Commissioners.

12:18 p.m. The Board recessed as the SFPD Board of Fire Commissioners and reconvened as the Board of County Commissioners.

11-992 AGENDA ITEM 13 – MANAGEMENT SERVICES

Agenda Subject: “Introduction and first reading of an Ordinance amending Chapter 5 of the Washoe County Code relating to County Commissioner Election Districts by establishing five County Commissioner Election Districts that are as equal in population as practicable and providing other matters property relating thereto; and if approved set public hearing and second reading of the Ordinance for December 13, 2011 at 6:00 p.m. (All Commission Districts.)”

Nancy Parent, Chief Deputy Clerk, read the title for Bill No. 1658.

Bill No. 1658, entitled, "AN ORDINANCE AMENDING CHAPTER 5 OF THE WASHOE COUNTY CODE RELATING TO COUNTY COMMISSIONER ELECTION DISTRICTS BY ESTABLISHING FIVE COUNTY COMMISSIONER ELECTION DISTRICTS THAT ARE AS EQUAL IN POPULATION AS PRACTICABLE AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO," was introduced by Commissioner Weber, and

legal notice for final action of adoption was directed. It was noted that the public hearing and second reading of the Ordinance would be set for December 13, 2011 at 6:00 p.m.

11-993 AGENDA ITEM 14 - FINANCE

Agenda Subject: “Acknowledge receipt of the Washoe County Comprehensive Annual Financial Report (CAFR), auditor’s report, report on internal control, and Single Audit Report required by the Office of Management and Budget (OMB) Circular A-133, for the fiscal year ended June 30, 2011 as presented, and authorize the Comptroller’s Office to proceed with distribution of the CAFR for public record, as required by law. (All Commission Districts.)”

Sheri Mendez, Comptroller, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation included the financial highlights, government-wide financial results, government-wide statement of net assets, change in government-wide net assets, General Fund highlights and the conclusion. Ms. Mendez thanked the Board, the County Manager, Finance Director John Sherman and Kafoury, Armstrong and Company for their leadership, support and planning for the finances of the County. She also thanked her staff for working diligently and for being fully dedicated to completing the task.

Commissioner Larkin asked for an explanation regarding the negative numbers on the government-wide statement of net assets. In the past, Ms. Mendez explained that the Other Post Employment Benefit Trust Fund (OPEB) had been funded at \$73 million, which created an OPEB asset and pre-funding from prior years accumulation of resources. If the arc was not continually funded every year that asset would be depleted. She indicated that this year the arc was not fully funded, and because this was a full accrual financial statement, the impact of the Incline tax refund had to be recognized.

Chairman Breternitz asked if this report was available on the County website. Ms. Mendez indicated the report and the presentation would be posted on the website after acknowledgement by the Board.

There was no public comment on this item.

Felicia O'Carroll, Kafoury, Armstrong and Company, indicated that an unqualified opinion was received for the County, which was the highest level of assurance offered by accounting professionals. In regard to the audit of federal funds, she said the County received \$40.7 million in federal funds and expended those funds in federal awards. As part of the audit for federal awards, seven programs were required to be audited. Ms. O'Carroll explained that three of those grants were stimulus funds and, with those funds, came even more requirements. She commented that the County had qualified as a “low-risk auditee,” which required the firm to audit 25 percent of the federal awards; however, the way the grants were selected for testing, 48 percent were actually tested. She explained that this year there was one small finding related to the

Highway Planning and Construction grant. She indicated that vendors needed to be checked to ensure they were not suspended or debarred. She explained that this was a unique situation because the County had entered into a joinder bid with the City of Reno for street sweepers. While the City had completed the work to ensure the vendor had not been suspended or debarred, the County did not check to make certain that had occurred, and that requirement remained for both parties. She indicated that management had provided a response, which was included in the report, noting that corrective action would take place on two levels. Ms. O'Carroll remarked that prior year findings were referenced and reported that corrective action had been taken on those findings.

Katy Simon, County Manager, thanked staff for their hard work and diligence in preparing their report and also thanked Kafoury, Armstrong and Company.

On motion by Commissioner Larkin, seconded by Commissioner Humke, which motion duly carried, it was ordered that Agenda Item 14 be acknowledged and authorized.

11-994 AGENDA ITEM 15 -APPEARANCE

Agenda Subject: “Jeff Hale, Engineering Director, Regional Transportation Commission. Presentation concerning Regional Transportation Commission’s Street and Highway Program; and, recommendation to approve Interlocal Cooperative Agreement between the County of Washoe, City Council of Reno, City Council of Sparks and Regional Transportation Commission of Washoe County for projects included in the Regional Transportation Commission’s Fiscal Year 2012/2013 Regional Road Impact Fee Street and Highway Program of Projects, and the Fiscal Year 2012/2013 Fuel Tax Street and Highway Program of Projects (no fiscal impact to Washoe County General Fund). (All Commission Districts.)”

Lee Gibson, Regional Transportation Commission (RTC), Executive Director and Jeff Hale, Engineering Director, conducted a presentation for the Street and Highway Program Interlocal Agreement. Mr. Gibson stated that the Agreement would provide for the design, property acquisition, construction engineering, and construction of specific projects contained in the Regional Transportation Commissions (RTC) Fiscal Year 2012/13 Regional Road Impact Fee Street and Highway Program of Projects and the Fiscal Year 2012/13 Fuel Tax Street and Highway Program of Projects. Mr. Hale provided an overview of the Interlocal Agreement, which included the 2011 program, the 2012/13 proposed projects, preventative maintenance and the Regional Road Impact Fee projects.

During the previous RTC meeting, Commissioner Larkin said there was a presentation on the proposed Southeast Connector which included two options. He asked for clarification on the RTC’s opinion in regard to the type of bridge that should be placed in the area. Mr. Hale replied that four bridge types were presented, two arched alternatives and two single-spanned steel girder types. He noted that the construction costs were approximately \$21 million for the steel-type bridges, which were the type

RTC wanted brought back. Commissioner Larkin stated that the two options did not involve an arch and were both sensitive to the view shed. Mr. Hale stated that was correct.

Commissioner Weber inquired on the potential for sound barriers that may be required near the connector. Mr. Hale explained that preliminary noise studies had been performed and felt that only one sound barrier would be needed by the south end of the Rosewood Lakes area, which could possibly be an earth berm.

Chairman Breternitz asked if the bridges were clear span or would there be piers. Mr. Hale explained there would be a pier situated on each side of the river to span the river entirely; however, no piers would be placed in the river.

Commissioner Larkin remarked that this project had been modeled by the Flood Agency and met the requirements for the type of flood that could occur in that area. He inquired about the \$16 million needed for the right-of-way. Mr. Hale explained that those funds would be needed for the University of Reno (UNR) property and the potential golf course.

There was no public comment on this item.

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

11-995 AGENDA ITEM 18 - FINANCE

Agenda Subject: “Introduction and First Reading of an Ordinance Amending the Washoe County Code by adding a new section establishing a County Bond Bank; providing procedures for the issuance of County General Obligation Bonds in order to fund the acquisition of bonds issued by a municipality wholly or partially within the County (defined in the ordinance as the Truckee Meadows Water Authority); providing the standards, policies and procedures for financing projects through the County Bond Bank; and providing other matters properly related thereto and providing the effective date hereof. (All Commission Districts.)”

John Sherman, Finance Director, explained that the focus of the County Bond Bank would be to facilitate the merger of water business between the Department of Water Resources (DWR) and the Truckee Meadows Water Authority (TMWA) by refinancing some of the existing DWR debt. He said NRS 244A authorized the County to issue bonds for the purpose of financing a municipal bond bank to assist local governments in the County by funding lending projects. The statute also required that before the County provided financing for a lending project, the County must adopt a County Bond Bank ordinance and, may provide in that ordinance, the County’s standards, policies and procedures for financing lending projects. He explained that financing through the County Bond Bank required approval from the County Commission in a public hearing and approval by the Debt Management Commission

(DMC) in a public hearing. He noted there had been an extensive rewrite to the ordinance that had been presented in May and that the ordinance now only applied to TMWA as referenced on page 3 of the staff report.

In 2005, Mr. Sherman explained that DWR had issued approximately \$65 million in General Obligation Revenue Bonds to construct a variety of water and sewer projects, specifically the Southwest Truckee Meadows Water Treatment Plant. Due to the local economic conditions, the construction of that plant was terminated and the County partially defeased \$36.5 million of the bonds that were originally issued, leaving \$26.1 million to be defeased at a later date. An important element to complete the merger between DWR and TMWA was the transfer of the pledged water revenues and water related assets of the DWR Water Division to TMWA. In order to make those transfers, the remaining outstanding 2005 Washoe County General Obligation Revenue bonds must be defeased. Through the County Bond Bank, TMWA would be able to issue debt that the County could use to defease the remaining debt. Furthermore, under the proposed County Bond Bank a municipality, in this case the proposed ordinance defined a municipality only as TMWA, would issue securities such as notes, warrants, interim debentures, or bonds to the County Bond Bank. Concurrently, the County Bond Bank would issue securities in the capital market. The proceeds would then be used to purchase the securities of the municipality issued to the Bond Bank, which would be called a lending project. The purpose of that transaction was to provide the municipality access to credit at a lower interest rate or achieve a more efficient borrowing that would result due to the County's higher credit rating and general obligation pledge; thereby reducing the interest rate that would otherwise be required.

Commissioner Weber supported the merger between DWR and TMWA, but felt a precedent was being set by moving forward with a County Bond Bank. Mr. Sherman explained that the Bond Bank ordinance had been recrafted and would only apply to water authorities. He indicated to open the Bond Bank to other municipalities would take an excessive rewrite of the ordinance. Mr. Sherman stated that the concern for some future negative consequences trumping some positive aspects challenged him since this could have a positive result, and added that a future Board could decide to pass an ordinance. Commissioner Weber indicated that she was the Commissioner now and the constituents needed to be considered. Considering the current economic environment, she felt this was risky. Mr. Sherman said he was providing the Board with options. This was a way to help with the merger and to lower the cost of government with a more efficient debt and, since the debt already existed, this could substitute one entity's obligation for another. Mr. Sherman reiterated that the ordinance was only for use by TMWA and, in the current form, could not be used by another entity.

Commissioner Jung agreed with Commissioner Weber's concerns and also stated that she supported the merger between DWR and TMWA, but she did not agree with taking taxpayer's monies and then placing those taxpayers in the way of future indebtedness. She asked if any other county had enacted this ordinance. Mr. Sherman replied that Clark County had enacted the ordinance for the Southern Nevada Water Authority, but did not know the specific date that ordinance was enacted. Commissioner

Jung stated that she needed more information on how that worked as well as the history and best practices. She asked if the Bond Bank was the only way to complete the merge. Mr. Sherman explained there were two ways to defease the debt, either General Obligation debt or TMWA could do revenue-only debt. Commissioner Jung inquired on the increase in rates per customer. Mr. Sherman stated he did not know that calculation, but stated it would be TMWA's debt. Commissioner Jung commented that the increase would be approximately 58 cents a month. She also requested that information be brought back to the Board. Commissioner Jung questioned what would happen to the County if TMWA defaulted. Mr. Sherman replied there would be some great consequences. Commissioner Jung stated that she could not support the proposed ordinance.

Chairman Breternitz understood that the County currently had this debt. Mr. Sherman stated that was correct and was an obligation that had to be paid. Chairman Breternitz asked if additional debt would be added to the County or would one method be used to erase and transfer the debt. Mr. Sherman explained that the debt would be the primary obligation of TMWA; however, because of the County's credit rating and the General Obligation authority, the Bond Bank would result in a better structure. Chairman Breternitz said the County was responsible for paying the bonds and, in the Bond Bank proposal, if there was default by TMWA the County would step back into the current role. Mr. Sherman stated that was correct.

In response to the call for public comment, Roger Edwards stated his opposition and concerns to the proposed ordinance. He was also concerned about the impacts to County residents.

Jim Galloway said this was all about a precedent that could be set. He felt that the proposal for a County Bond Bank would create a financial vehicle that could put the residents of the County at great risk with no reward. He said that he was opposed to the proposed County Bond Bank and urged the Board to not introduce the ordinance.

Bob Parker indicated that he was opposed to the proposed ordinance and stated his concerns.

Carla Fells, Washoe County Employees Association (WCEA) Executive Director, submitted an e-mail that was ordered placed on file with the Clerk. Ms. Fells wrote that the Association was opposed to the proposed Bond Bank and felt that the language was too vague and would allow future Commissioners to abuse the original intent of the DWR/TMWA merger.

Katy Simon, County Manager, clarified that this was not a scheme from County staff or management. She said it had long been discussed with the TMWA Board and the decision to move forward was entirely up to the Board of County Commissioners. She commented that staff was being responsive to requests as the TMWA/DWR merger moved forward, and the Board be offered all the alternatives to make the cost less for the region.

Commissioner Larkin asked how long Mr. Sherman had been a Finance Director. Mr. Sherman replied that he had been a Finance Director for 12 years and had been in government finance for almost 30 years. Commissioner Larkin asked if he had ever overseen a type of operation that defaulted. Mr. Sherman stated that he had never seen that type of default. Commissioner Larkin inquired on the reason behind the \$36.5 million debt that was defeased two years ago. Mr. Sherman explained that was the consequence of fairly rapid growth in the community, which put a great deal of strain on the regions infrastructure. He said approximately \$65 million was issued in debt for DWR to build a water and waste water infrastructure. Once the economy went into a recession and growth stopped, it was realized that it would not be appropriate to burden the community with paying off a \$65 million debt for infrastructure that was not needed, so \$35 million of that existing debt was defeased. Commissioner Larkin inquired on the project that was scheduled for the majority of the money. Mr. Sherman replied there was a broad array of projects, but the main project was the South Truckee Meadows Water Treatment Facility. Commissioner Larkin asked if that project was ever built. Mr. Sherman stated that project was never built.

Commissioner Larkin asked for comment on the risk involved with a Bond Bank. Mr. Sherman said the risk was that TMWA would not generate sufficient revenue to operate the system or pay their debt obligations, but this would be a small component of TMWA's debt obligations. Commissioner Larkin asked who assumed that debt and who comprised TMWA. Mr. Sherman replied that TMWA and their ratepayers assumed the debt. He said that TMWA was created by a Joint Powers Authority formed by the Cities of Reno and Sparks and Washoe County. Ultimately, Commissioner Larkin said every person in the valley would be on the hook if TMWA fell. Mr. Sherman stated that was correct.

Commissioner Larkin remarked that this was not an "all or nothing" deal, but would be moving the County forward in an efficient manner. He said if there was a better alternative that had the same risk associated, it was becoming of the Board to save the taxpayers money. He understood the arguments about setting a precedent, but the ordinance had been rewritten to exclude that possibility and would require an active role by the Board, in the future, to change the ordinance. If this was not enabled, he asked who would bear the cost and/or benefit. Mr. Sherman indicated that the 19,000 DWR rate users would either bear the cost or gain the benefits.

Commissioner Larkin asked for comments concerning the County's bond rating. In regard to the Clark County Bond Bank, Mr. Sherman replied there was much speculation and noted he could provide data to the Board that they had one of the highest bond ratings in the State, and believed they helped finance in excess of \$200 million of the Southern Nevada Water Authority debt. He said the act of issuing debt for an entity that had no credit rating was the structure of the revenue and the County's financial condition that had bearing on the County's bond rating. The credit rating industries reviewed an entire portfolio debt, the sufficiencies of revenues to support that debt and the financial condition of the County. Commissioner Larkin felt that it was disingenuous to want to complete the merge, but then not provide the appropriate vehicle. Mr. Sherman

stated during the last Legislative session, AB 238 was introduced. The purpose of that bill was to change the State Bond Bank laws to allow refinancing of debt that was not issued through a Bond Bank and, during the course of those deliberations, that bill was amended stating a county bond bank could only refinance water authority debt.

Commissioner Weber remarked that she supported the merger, but noted she was elected by the people of her District and would not have a Commissioner state that she was disingenuous because she did not support the proposed ordinance. She suggested a public meeting for everyone to comment and present their concerns.

Commissioner Humke said there was speculation that the Bond Bank could be used next by the Flood Control Project and asked if that was a possibility. Mr. Sherman replied in looking at different funding options for the Truckee River Flood Management Project (TRFMP) during the 2005 Legislative session, it was noted that using a county bond bank was not specifically authorized in State law. He said the County and their partners supported legislation to amend State law and put in place mechanisms to allow the TRFMP to impose rates, tolls and charges, issue debt, and those provisions were placed within the County's Bond Bank laws to facilitate. Commissioner Humke asked if there were any active applications received for use of the Bond Bank or provisional applications. Mr. Sherman stated there had been no applications from any entity. He said when the Joint Powers Authority (JPA) was being created the issue of utilizing a county bond bank was discussed. He said whatever form the Bond Bank ordinance took, had to be approved by the Board in several public hearings with notifications and had to go through the DMC.

In response to a question posed by Commissioner Jung, Paul Lipparelli, Legal Counsel, explained that State law required ordinances to be introduced as a bill and then a period of time was set aside for the public to be noticed of the Board's consideration of the ordinance. A public hearing would then be held within 35 days of the time the bill was introduced where the Board would either adopt or not adopt the ordinance. It was considered by most legal professionals who advised boards that it was impermissible to make substantive changes to a bill that had been introduced between the time of the introduction and the adoption. He said minor typos and clerical errors could be changed, but substantive changes should not be made because it potentially could deprive a person of notice as to what the Board would consider during adoption.

Chairman Breternitz said there had not been any proposals to change the ordinance. While he agreed that major changes could not be made at a public hearing, he had not heard any proposals at this meeting.

Commissioner Weber said when the Bond Bank ordinance was previously heard before the Board, the ordinance was tabled. She moved to table the proposed Bond Bank ordinance until there was a public meeting. Commissioner Jung seconded the motion.

Commissioner Humke asked if Commissioner Weber sought to table the ordinance from May 2011. He said clerical changes may be made, but if wholesale changes were made there should be a new proposal in order to provide adequate notice to the public. He indicated there were major changes made from the ordinance that was brought forward in May, but he also heard no new changes submitted for the current proposed ordinance.

Commissioner Larkin asked if the edits from the previous proposed ordinance were provided to the Board. Mr. Sherman replied those were provided and that the intent was to limit the use of the Bond Bank to TMWA. Commissioner Larkin did not understand the nature of the continuance since the public hearing that was being requested would be completed at the second reading of the ordinance.

Commissioner Jung asked if the Flood Project was considered a water utility. Mr. Sherman replied it was specifically enabled by State law as it related to issuing debt and imposing fees and charges. Commissioner Jung asked if a statement could be included within the ordinance that excluded other entities that performed said services. Mr. Sherman explained it was the Board's discretion to the form and content of the ordinance.

Mr. Lipparelli commented that in parliamentary rules, which were usually used by legislative bodies that met all the time, a motion to table was a motion to suspend action on a matter so that something more urgent could be considered and depending on how closely parliamentary rules were followed to take something from the table required an additional motion. He understood the spirit of the motion was to defer any further action on this Bond Bank ordinance until such time a public meeting could be held to discuss the matter. He asked if the motion was to defer until the satisfaction of a condition or was the motion to table, which would require the Board to take a subsequent action. He said the motion also did not indicate when or who was responsible for arranging the contemplated public meeting.

Commissioner Weber responded that the motion was to table; however, she appreciated the remarks and felt to continue would be a better motion. She said the ordinance had previously been tabled and questioned if the Bond Bank was tabled for the Flood Project. She would prefer a public meeting or the opportunity for the public to understand the conversation before the ordinance was adopted.

Ms. Simon asked how a public meeting would differ from this meeting, which was a public meeting. Commissioner Weber replied an agenda item to discuss the matter at a 6:00 p.m. time frame. Ms. Simon indicated that the prior discussion in May preceding the motion to table stated that the Board wished to hear this item when all five Commissioners were present. Commissioner Weber agreed, but that item was bond banking with the use of the Flood Project. Ms. Simon stated that was correct and because concerns arose, Mr. Sherman and the District Attorney's Office drafted a new proposed ordinance omitting that aspect.

Commissioner Weber amended the motion by continuing this item to a future date and for it to be agendize during a public meeting allowing for discussion from the public in regard to Bond Banking. The seconder agreed.

Commissioner Larkin inquired on the nature of a public meeting as to what would be added or the value of another meeting. He said he would not support the motion. Commissioner Weber commented this would be open and transparent and important for the public to hear and have the opportunity for discussion.

On call for the question for the amended motion to **continue**, the motion failed with Commissioners Breternitz, Larkin and Humke voting “no.”

On call for the question on the original motion to **table**, the motion failed with Commissioners Breternitz, Larkin and Humke voting “no.”

Mr. Lipparelli said that the recitals in an ordinance were an expression of the Board’s intent and could be examined if there was some later dispute on the actual language of the ordinance. As written, this ordinance would only permit the sale of these types of bonds for what was defined as a “lending project.” This project was defined as “the acquisition of municipal securities issued by a water authority located in whole or in part within the County in acquiring municipal securities per one or more infrastructure projects which consisted of capital improvements for water systems,” making it clear that the only kind of lending project used by this Bond Bank process was one involving a water authority. He said it was redundant to place in the recitals that the project was meant to exclude any other possibility because the language of the ordinance, as written, was clear in that regard.

Nancy Parent, Chief Deputy Clerk, read the title for Bill No. 1659.

Bill No. 1659, entitled, "**AN ORDINANCE AMENDING THE WASHOE COUNTY CODE BY ADDING A NEW SECTION ESTABLISHING A COUNTY BOND BANK; PROVIDING PROCEDURES FOR THE ISSUANCE OF COUNTY GENERAL OBLIGATION BONDS IN ORDER TO FUND THE ACQUISITION OF BONDS ISSUED BY A MUNICIPALITY WHOLLY OR PARTIALLY WITHIN THE COUNTY; PROVIDING THE STANDARDS, POLICIES AND PROCEDURES FOR FINANCING PROJECTS THROUGH THE COUNTY BOND BANK; AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO AND PROVIDING THE EFFECTIVE DATE THEREOF,**" was introduced by Commissioner Larkin, and legal notice for final action of adoption was directed. It was ordered that an additional “whereas” be included to read, “that it was the intent of this ordinance to be specific to water authorities.”

11-996 AGENDA ITEM 37 – CLOSED SESSION

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

1:50 p.m. On motion by Commissioner Larkin, seconded by Commissioner Humke, which motion duly carried, it was ordered that the meeting recess to a closed session for the purpose of discussing negotiations with Washoe County, Truckee Meadows Fire Protection District and/or the Sierra Fire Protection District per NRS 288.220.

5:31 p.m. The Board reconvened as the Truckee Meadows Fire Protection District (TMFPD) Board of Fire Commissioners.

5:35 p.m. The Board adjourned as the TMFPD Board of Fire Commissioners and reconvened as the Board of County Commissioners.

11-997 AGENDA ITEM 22 – SOCIAL SERVICES

Agenda Subject: “Update on Community Assistance Center including current Request for Proposal for operations of the Community Assistance Center and action taken by the Transitional Governing Board. (All Commission Districts.)”

Kevin Schiller, Social Services Director, provided an update on the current request for operations of the Community Assistance Center and the actions of the Transitional Governing Board (TGB). He noted that the draft Request for Proposal (RFP) was developed by the three jurisdictions and received approval for release. He said the following timeline was also approved and remained current:

- Release the RFP on October 14, 2011 with posting and notification to all interested vendors;
- Proposers Conference on October 21, 2011;
- RFP due date was November 21, 2011 with evaluation by the scoring team to include one representative from each jurisdiction, a representative from the State of Nevada Division of Mental Health Services, and a 5th representative (continuing to be determined); and,
- Completed scoring and recommendation on vendor to the TGB on December 5, 2011.

Mr. Schiller remarked that the Cold Weather Overflow Shelter was traditionally housed off-site with transportation provided by a contractor through the Shelter. He explained that this year the United Way would assist with funding and instead of an off-site location, weekly motel vouchers would be utilized through individualized case management. As a County, he said more transitional housing was occurring, which offset some of that workload in terms of the cold weather.

Commissioner Jung noted that a private, non-profit group came up with the funds to create the voucher program.

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

11-998 AGENDA ITEM 27 - APPEARANCE

Agenda Subject: “Dave Solaro, Acting Public Works Director. Presentation of the 2011/2012 Snow and Ice Control plan for Washoe County. (All Commission Districts.)”

Dave Solaro, Acting Public Works Director, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation highlighted an overview of the County roads, a route overview, the proposed service response, optimizing staff utilization, snow response equipment readiness, weather monitoring, storm events, recent snow and ice events, brine application, and budget facts.

Chairman Breternitz remarked that seven Snow Plow drivers would be dismissed due to the recent budget reductions and maintaining the level of service was a large challenge, especially in the Incline Village area.

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

11-999 AGENDA ITEM 29 – PUBLIC WORKS

Agenda Subject: “Presentation and possible direction to staff concerning the possible closure of railroad crossings in the Verdi/Mogul area identified as 740-701F, 740-706P, 740-707W and TMWA temporary construction with staff recommendation that these crossings remain open. (All Commission Districts.)”

Clara Lawson, Licensed Engineer, displayed and reviewed a map in regard to the possible closure of four railroad crossings. She remarked that staff was recommending the four railroad crossings: 740-701F; 740-706P; 740-707W and the Truckee Meadows Water Authority (TMWA) temporary construction crossing remain open.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 29 be acknowledged. It was noted that if the public wished to further discuss this matter they could contact Ms. Lawson.

11-1000 AGENDA ITEM 31 - TREASURER

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

Tammi Davis, Treasurer, provided an update for the Incline tax refund process through October 2011. She explained that the system was not properly identifying some of the parcels for a portion of the calculation in October; however, that had been rectified and the impacted parties had been notified.

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

11-1001 AGENDA ITEM 32 - MANAGER

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

Dave Childs, Assistant County Manager, reported that information would be presented during the next Shared Services meeting about Purchasing and Human Resources. He noted that work was also being done concerning items related to labor contracts. He discussed the timing for the next meeting and that a request was made to have an item placed on the January 2012 agenda relative to resources and where those resources should be directed, based on Board direction with respect to shared services.

Chairman Breternitz stated that he had expressed frustration on the progress of the Shared Services Committee and that the commitment by the County toward that effort would be confirmed in January.

Katy Simon, County Manager, indicated that a meeting was scheduled for November 10, 2011 to discuss the County providing purchasing services to the City of Reno.

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

11-1002 AGENDA ITEM 33 – COMMUNITY DEVELOPMENT

Agenda Subject: “Adopt Master Plan Amendment Case No. MPA11-003. An amendment to the Washoe County Master Plan, Volume Two, Warm Springs Area Plan, that provides an update of the Warm Springs Area Plan, establishing updated goals and policies relating to land use, transportation, scenic, recreational and cultural resources, natural resources (air, land and water). This update proposes an amendment to the Master Plan map to reflect changed Truckee Meadows Service Area (TMSA) boundaries for the southern portion of the Warm Springs Specific Plan Area and introduces an updated map series to include a Development Suitability map, Master Plan map, Public Services and Facilities map, Recreational Opportunities map, and Streets and Highway Systems map. The Warm Springs planning area is comprised generally of the unincorporated areas of the southern

portion of Washoe County, bounded on the west by the North Valleys planning area, on the north by the Pyramid Lake Paiute Reservation, on the east by the East Truckee Canyon planning area, and on the south by the Spanish Springs planning area. (Commission District 4). To be heard before Agenda Item #34.”

The Chairman opened the public hearing by calling on anyone wishing to speak for or against Master Plan Amendment Case No. MPA11-003.

Bill Whitney, Senior Planner, pointed out items that were not part of the Area Plan update. Early in the process, he said the decision was made to not update the Warm Springs Specific Plan at the same time as the Area Plan. It was also decided to wait on updating the Warm Springs Water Budget until after the Area Plan update was approved.

Mr. Whitney explained that the Area Plan and, the subsequent Development Code, included language that retroactively changed all the references from “General Rural Residential” to “General Rural Agricultural.”

Sharon Spencer thanked staff for their hard work and cooperation with the Warm Springs residents.

Jeanne Herman thanked everyone who was involved in the Area Plan update.

Bob White thanked staff, the community and the Board for allowing the Warm Springs residents a second chance.

Jeff Wiggins, Warm Springs Citizen Advisory Board (CAB) Chairman, thanked the County for all their participation and staff for their hard work and commitment.

There being no one else wishing to speak, the Chairman closed the public hearing.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, it was ordered that the Resolution adopting the Master Plan Amendment Case No. MPA11-003 proposed for the Warm Springs Area Plan, as recommended by the Washoe County Planning Commission, be adopted. The effective date of the amendment would be the effective date of the adoption of the amendment by the Board contingent upon conformance with the Truckee Meadows Regional Plan. It was further ordered that the Chairman be authorized to sign the Resolution on behalf of the County Commission and that staff be directed to forward the Warm Springs Area Plan to the Truckee Meadows Regional Planning Agency for a finding of conformance with the Truckee Meadows Regional Plan. The Resolution for same is attached hereto and made a part of the minutes thereof.

It was further ordered to replace the words “General Rural Residential” and “GRR” with the words “General Rural Agricultural” and “GRA” in all relevant places if the Washoe County Development Code was amended to provide for the zoning designation of General Rural Agricultural. The effective date of this amendment would be the effective date of the ordinance adopting the Development Code Amendment.

It was further ordered to replace Table 1 on page 19 with Table 1 as Exhibit B, in the event that the Washoe County Development Code was not amended to provide for the zoning designation of General Rural Agricultural. The effective date of this amendment would be the date that the ordinance approving DCA11-001 failed to be approved.

This action was based on having made the following three findings in accordance with Washoe County Development Code Section 110.820.15:

1. **Consistency with Master Plan:** The proposed amendment is in substantial compliance with the action programs and policies of the Master Plan. The changes to goals, policies and text does not conflict with existing policy directives in the Master Plan.
2. **Response to Changed Conditions:** The proposed amendment responds to changed conditions or further studies that have occurred since the Master Plan was adopted by the Board of County Commissioners and the requested amendment represents a more desirable utilization of land.
3. **Desired Pattern of Growth:** The proposed amendment promotes the desired pattern for the orderly physical growth of the County and guides development of the County based on the projected population growth with the least amount of natural resource impairment and the efficient expenditure of funds for public services.

11-1003 AGENDA ITEM 34 – COMMUNITY DEVELOPMENT

Agenda Subject: “Second reading and adoption of Ordinance approving Development Code Amendment Case Number DCA11-001. The proposed Development Code Amendment will change the name of the existing regulatory zone of “General Rural Residential” to “General Rural Agricultural” and will change some of the allowed and permitted uses presently found in the “General Rural Residential” regulatory zone to allowed and permitted uses from the pre-1993 regulatory zone of A-7, as recommended for adoption by the Washoe County Planning Commission. (Bill No. 1654). (All Commission Districts.) To be heard after Agenda Item # 33.”

The Chairman opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance.

Grace Sannazzaro, Planner, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation highlighted the amendment description, the background, the proposed changes to the Warm Springs Area, the proposed changes to Civic Use Types and Commercial Use Types, the difference of opinion and the recommendation.

Katherine Snedigar thanked staff and the Board for all their hard work, patience, professionalism and guidance through the process. She indicated there was still the issue regarding commercial stables that needed to be resolved.

Sharon Spencer thanked staff for all their hard work and for the amendment.

Jeanne Herman thanked the Board for allowing the residents to take a page from their past and place that page into their future.

Bob White indicated that this hard work was the result of the cooperation between the community, the County and the Citizen Advisory Board (CAB).

Joann Phillips spoke on the two distinctions of property owners in the Warm Springs area. She said the compromise to General Rural Agricultural was made, and she hoped that clarification would soon be made for the commercial stables.

Jeff Wiggins, Warm Springs CAB Chairman, remarked that during the Planning Commission meeting he had conceded that the community forum was willing to give up the aggregate and the mining aspects with a Special Use Permit. He discussed the issue regarding the commercial stables and thanked staff for their commitment.

There being no one else wishing to speak, the Chairman closed the public hearing.

Amy Harvey, County Clerk, read the title for Ordinance No. 1475, Bill No. 1654.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, Chairman Breternitz ordered that Ordinance No. 1475, Bill No. 1654, entitled, **"AN ORDINANCE APPROVING DEVELOPMENT CODE AMENDMENT CASE NUMBER DCA11-001. THE PROPOSED DEVELOPMENT CODE AMENDMENT WILL CHANGE THE NAME OF THE EXISTING REGULATORY ZONE OF "GENERAL RURAL RESIDENTIAL" TO "GENERAL RURAL AGRICULTURAL" AND WILL CHANGE SOME OF THE ALLOWED AND PERMITTED USES PRESENTLY FOUND IN THE "GENERAL RURAL RESIDENTIAL" REGULATORY ZONE TO ALLOWED AND PERMITTED USES FROM THE PRE-1993 REGULATORY ZONE OF A-7, AS RECOMMENDED FOR ADOPTION BY THE WASHOE COUNTY**

PLANNING COMMISSION," be approved, adopted and published in accordance with NRS 244.100.

11-1004 AGENDA ITEM 41 - MANAGER

Agenda Subject: "Approval of a boundary line adjustment transfer of land to Dallin & Claudia DeMordaunt adjacent property owners to Northgate golf course, relating to APNs 208-601-03 and 232-210-11, at the request of developer RJB; and, if approved, authorize the Chairman to execute all agreements, maps, notices, escrow instructions, deeds, checks and warrants as may be necessary to accomplish the transfer in the name of and on behalf of Washoe County."

Paul Lipparelli, Legal Counsel, said this adjustment concerned the Northgate Golf Course project. He said that the City of Reno was moving forward with the Special Assessment District (SAD) and this was the last of the boundary line adjustments and transfers for the strips of land adjacent to privately owned property on the Golf Course that reduced the center portion that would be part of the City's SAD project.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Chairman Breternitz, which motion duly carried, it was ordered that Agenda Item 41 be approved, authorized and executed.

11-1005 AGENDA ITEM 36 – REPORTS AND UPDATES

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

Commissioner Larkin discussed the recent activities occurring with the Flood Management Authority. He announced that a Truckee Meadows Water Authority (TMWA) meeting was scheduled for November 9, 2011.

Commissioner Weber noted that her last "Coffee and Conversation" was scheduled for November 19, 2011 at the Sierra Sage Golf Course. She commended Chairman Breternitz, County Manager Katy Simon and Fire Services Coordinator Kurt Latipow for the Truckee Meadows Fire Protection District (TMFPD) Open House that was held recently.

Commissioner Humke noted that the Reno-Sparks Convention and Visitors Authority (RSCVA) were close to conducting the interviews for their new CEO.

Commissioner Jung reported that the Regional Transportation Commission (RTC) visited citizens in Sun Valley to discuss the Pyramid/McCarran Connector. She announced a Sun Valley Citizen Advisory Board (CAB) meeting was

scheduled for November 12, 2011 and that she would attend the RTC public comment period on November 18, 2011. She wished past and present veterans a happy Veteran's Day and thanked them all for their service.

Chairman Breternitz reported that the Debt Management Commission (DMC) met on November 4, 2011 and approved a proposal for bonds from the Incline Village General Improvement District (IVGID) to upgrade the water treatment facility.

11-1006 AGENDA ITEM 39 – 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.”

Amy Harvey, County Clerk, announced that there would be a display and reception on December 8, 2011 to celebrate the County's 150th anniversary. She noted that the display would be in the lobby of the County Complex.

* * * * *

6:50 p.m. There being no further business to discuss, on motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried, the meeting was adjourned.

JOHN BRETERNITZ, Chairman
Washoe County Commission

ATTEST:

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

*Minutes Prepared by:
Stacy Gonzales, Deputy County Clerk*

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

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

WHEREAS, upon the order of the board of county commissioners entered upon the record of its proceedings, such tax delinquent parcels held in trust by the Treasurer may be conveyed in the manner required by state law after proper notice is given, (NRS 361.595); and

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

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

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

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

1. The Washoe County Board of County Commissioners finds that transferring the parcels listed in Exhibit A to The City of Reno would serve the public purposes stated in the exhibit.
2. The Washoe County Treasurer is hereby ordered pursuant to NRS 361.603 to transfer the parcels listed in Exhibit "A", item #1 to the governmental unit(s) for the purposes stated in Exhibit "A" in the manner required by state law after proper legal notice has been given.
3. If some irregularity or circumstance arises before the transfer of any certain parcel listed in the exhibits to this resolution such that in the opinion of the Washoe County Treasurer the public interest would best be served by withdrawing such a parcel from a sale or transfer, the Washoe County Treasurer is hereby expressly authorized to make such a withdrawal on behalf of the county. The Treasurer shall report to the board in writing his or her decision to make such a withdrawal and shall state the

X
Y
ck

reasons for the decision. The board may thereafter permit the parcel to remain in trust for the benefit of the state and county or may again order it be sold or transferred.

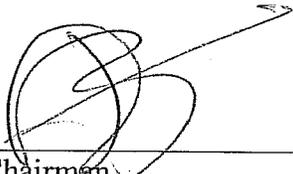
ADOPTED this 8th day of November, 2011 by the following vote:

AYES: Bretternitz, Weber, Jung, Larkin

NAYS: _____

ABSENT: Humke

ABSTAIN: _____



Chairman
Washoe County Commission

ATTEST:



County Clerk

EXHIBIT "A"

2011 Tax Delinquent Parcels to be withheld
From Sale to the general public

1. The City of Reno has requested acquisition of four parcels for economic development, redevelopment, and/or other municipal/public purposes:

<u>APN</u>	<u>BACK TAX</u>
011-581-01	\$847.58
011-581-02	\$1,137.90
011-582-01	\$1,423.28
011-582-02	\$1,423.28
011-582-03	\$1,118.62
011-582-04	\$1,473.92
011-582-05	\$593.06
011-582-06	\$593.06
011-583-01	\$1,423.28
011-583-02	\$1,423.28
011-583-03	\$1,118.62
011-583-04	\$1,473.92
011-583-05	\$593.06

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES

and

County of Washoe
John Breternitz, Chair
Washoe County Commission
C/O Katy Simon County Manager
PO Drawer 11130
Reno, NV 89520
(775)328-2000/(775)328-2037 Fax

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

WHEREAS, it is deemed that the services of the County of Washoe (the County), and Division of Mental Health and Developmental Services (MHDS) hereinafter set forth are both necessary and in the best interests of the State of Nevada;

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective July 1, 2011 to June 30, 2013, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by MHDS without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:
 - ATTACHMENT A: SCOPE OF WORK
 - ATTACHMENT B: CONFIDENTIALITY AGREEMENT
 - ATTACHMENT C: SERVICES BILLING RATES
7. CONSIDERATION. The County agrees to reimburse MHDS for the services set forth in paragraph (6) as outlined in Attachment C. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

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

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

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

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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

13. INDEMNIFICATION.

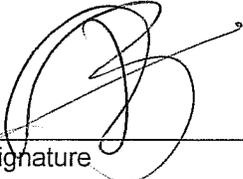
a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but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

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

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

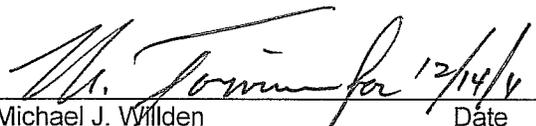
15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the unenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).
22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.
23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

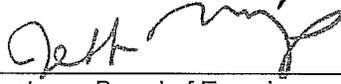
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

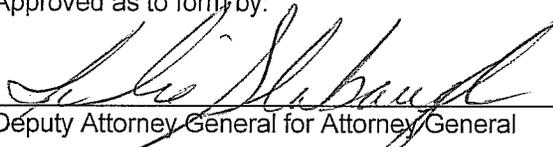
 11/8/11 Chairman, Washoe County Board of County Commission
Signature Date Title

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES**

 11/29/11 Administrator MHDS
~~for~~ Harold Cook, PhD Date Title

 12/14/11 Director DHHS
Michael J. Willden Date Title

 APPROVED BY BOARD OF EXAMINERS
Signature - Board of Examiners
On 2/14/12
Date

Approved as to form by:
 On 12/5/11
Deputy Attorney General for Attorney General Date

11/10

ATTACHMENT A

SCOPE OF WORK

A. PURPOSE AND OBJECTIVES:

The Division of Mental Health and Developmental Services (MHDS) is the State agency responsible for support services and service coordination for residents with developmental disabilities. MHDS provides these services to children with developmental disabilities throughout the state pursuant to NRS 433 and NRS 435. MHDS's services are consistent with the standards of Person Centered Planning as advocated by the Centers for Medicare and Medicaid and the Olmstead Supreme Court decision.

This Interlocal Agreement authorizes MHDS to contract with the County to continue to provide services to children with developmental disabilities and the County to reimburse MHDS the non-federal share of funding as payment for services. This agreement can serve as a transition from state to county operated services or as an on-going agreement between MHDS and the County for the provision of the services described below.

B. MHDS AGREES:

- 1) To perform all intake services for children (age 18 and under) with mental retardation and or a related condition to determine eligibility for Developmental Services (DS). MHDS agrees to accept all eligible children based on criteria established and set forth per NRS 433.174, NRS 433.211, NAC 435.400, and MHDS policy: Qualification Guidelines for Developmental Services. The criteria MHDS uses to determine eligibility includes, but is not limited to:
 - a. A confirmed diagnosis of mental retardation;
 - b. Developmental delays (if under age 6) with eligibility re-determined at age 6;
 - c. Another diagnosed condition closely related to mental retardation that results in substantial functional limitations (42CFR 435.1009) (NRS 433.211);
 - d. Residency in Nevada.
- 2) To provide a written social assessment completed by a Qualified Mental Retardation Professional along with a statement of qualification for DS completed by a licensed psychologist for each child that completes an intake assessment.
- 3) To assure each family submits a Medicaid application during the intake process prior to acceptance and authorization of services.
- 4) To comply with the Health Insurance Portability and Accountability Act (HIPAA) and Nevada confidentiality regulations regarding healthcare information.
- 5) To coordinate and manage support services selected by the funding agent to qualified children living in their natural home environment.
- 6) To determine financial eligibility of each child based on the child's family gross income not exceeding a 300% of the Federal Poverty Guidelines or as specified by the County.
- 7) To determine county of residence in accordance with NRS 428.020. Disputes concerning county of residence will be referred by the disputing county to the Nevada Association of Counties (NACO), which it is specifically agreed has authority to issue a final decision.
- 8) To notify the county of responsibility of any pending applications for services within ten (10) business days.

- 9) To use existing MHDS processes for reviewing applications for those individuals or their guardians/authorized representatives who disagree with the eligibility determination.
- 10) Perform case management services and authorize appropriate services available to the child as specified by the County for each qualified child.
- 11) To reimburse qualified providers for services provided to qualified children as authorized by the County.
- 12) To resolve provider inquiries and complaints regarding reimbursement.
- 13) To process Targeted Case Management (TCM) claims through the Medicaid fiscal agent.
- 14) To submit monthly claims to the County for services provided as authorized by the County per Attachment C not covered by Medicaid, and for the non-federal share of Medicaid paid claims.

C. THE COUNTY AGREES:

- 1) To accept MHDS's criteria for DS eligibility.
- 2) Eligibility disputes will be appealed through MHDS's hearing process by the applicant or authorized representative/guardian.
- 3) To refer disputes concerning county of residence to NACO whose decision will be final. The disputing county originally billed is responsible for payment of claims until the dispute is resolved at which time NACO will issue a written determination to notify the counties involved in the dispute and to notify MHDS to make adjusting entries.
- 4) To fund the county selected services specifically identified in Attachment C at the identified level.
- 5) Eligible recipients, pursuant to this Agreement, will be entitled to receive TCM and the full range of services authorized in this Agreement by the funding agent.
- 6) To develop, along with MHDS, criteria to be used to determine eligibility for each specific services.
- 7) All Agreements establishing this program will be terminated if the County does not comply with the terms of this Agreement, fails to sign this Interlocal Agreement, or terminates the Agreement. The County will be notified thirty (30) calendar days prior to termination for breach of this Agreement, specifying the nature of the breach.
- 8) No state appropriation is available to fund this program. Payment will be made to "Mental Health and Developmental Services" and processed electronically through the Nevada State Treasurer's Office within 15 business days of receipt of invoice.
- 9) Upon termination of this Agreement, MHDS will close out the program.

D. ALL PARTIES AGREE:

- 1) It is specifically understood this Agreement is designed to provide services to children with qualifying developmental disabilities and all non-federal share costs will be paid by the County.

ATTACHMENT B
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES

CONFIDENTIALITY ADDENDUM

BETWEEN

The Division of Mental Health and Developmental Services
Hereinafter referred to as "Division"

and

County of

Washoe

Hereinafter referred to as "Contractor"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Division and Contractor.

WHEREAS, Contractor may have access, view or be provided information, in conjunction with goods or services provided by Contractor to Division that is confidential and must be treated and protected as such.

NOW, THEREFORE, Division and Contractor agree as follows:

I. DEFINITIONS

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

1. **Agreement** shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
3. **Contractor** shall mean the name of the organization described above.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Division or created by Contractor from that confidential information is destroyed or returned, if feasible, to Division pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Contractor hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Division for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

Contractor shall be permitted to use and/or disclose information accessed, viewed or provided from Division for the purpose(s) required in fulfilling its responsibilities under the primary inter-local or other agreement.

V. USE OR DISCLOSURE OF INFORMATION

Contractor may use information as stipulated in the primary inter-local or other agreement if necessary for the proper management and administration of Contractor; to carry out legal responsibilities of Contractor; and to provide data aggregation services relating to the health care operations of Division. Contractor may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the inter-local or other agreement to which this Addendum is made a part; or
3. The Contractor has obtained written approval from the Division.

VI. OBLIGATIONS OF CONTRACTOR

1. **Agents and Subcontractors.** Contractor shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Contractor and are contained in Agreement.
2. **Appropriate Safeguards.** Contractor will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting Improper Use or Disclosure.** Contractor will immediately report in writing to Division any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Contractor will return or destroy all confidential information created or received by Contractor on behalf of Division. If returning or destroying confidential information at termination of Agreement is not feasible, Contractor will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Contractor maintains will not be used or disclosed.

IN WITNESS WHEREOF, Contractor and the Division have agreed to the terms of the above written Addendum as of the effective date of the inter-local or other agreement to which this Addendum is made a part.

CONTRACTOR/ORGANIZATION



Signature

John Breternitz

Print Name

Chairman, Washoe County Commission

Title

11/8/11

Date

DIVISION



Signature

Harold Cook, PhD

Print Name

Administrator, MHDS

Title

11/30/11

Date

001-11

ATTACHMENT C

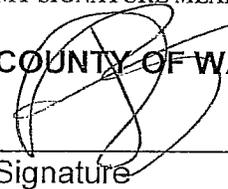
SERVICES BILLING RATES

_____ RESPITE SERVICE	AMOUNT FUNDED _____
_____ IN-HOME HABILITATION	AMOUNT FUNDED _____
_____ PURCHASE OF SERVICE	AMOUNT FUNDED _____
_____ CLINICAL SERVICES*	AMOUNT FUNDED _____
_____ SUPPORTED LIVING ARRANGEMENTS	AMOUNT FUNDED _____
_____ TARGETED CASE* MANAGEMENT	AMOUNT FUNDED _____

_____ THE NATURE AND SCOPE OF SERVICES CURRENTLY PROVIDED BY MHDS
WILL REMAIN UNCHANGED.

MY SIGNATURE MEANS THAT I AGREE TO ALL CONDITIONS OF THIS AGREEMENT

COUNTY OF WASHOE



 _____ 11/18/11 _____ Chairman, Washoe County Commission

 Signature Date Title

All services will be billed at MHDS current rates as follows:

Targeted Case Management *Hourly rate is \$102.28 (billed in 15 minute increments at \$25.57 each). MHDS will bill CMS for Medicaid reimbursement and county for state share of cost.

Clinical Services * Hourly rate is \$102.28 (billed in 15 minute increments at \$25.57 each). MHDS will bill CMS for Medicaid reimbursement and county for state share of cost. Clinical Services include individual and group therapy (counseling), behavioral therapy, and clinical assessments.

Respite Services rate is currently \$125 per month per child.

In Home Habilitation is currently a legislatively set hourly rate of \$18.86.

Purchase of Service rate is currently a one time allotment of \$250 per child per year for emergency services.

Supported Living Arrangements is currently a legislatively set hourly rate of \$18.86.



WASHOE COUNTY COMMISSION

1001 E. 9th Street
P.O. Box 11130
Reno, Nevada 89520
(775) 328-2005

**RESOLUTION
ADOPTING AN AMENDMENT UPDATING THE WARM SPRINGS AREA PLAN (MPA11-003),
A PART OF THE WASHOE COUNTY MASTER PLAN**

WHEREAS, Sections 278.150, 278.170 and 278.210, Nevada Revised Statutes, specify that the Washoe County Planning Commission may prepare, adopt and amend a master plan for all or any part of the County, subject to County Commission approval;

WHEREAS, Section 278.160, Nevada Revised Statutes, specifies that the master plan shall include the following subject matter or portions thereof as deemed appropriate: Community design, conservation plan, economic plan, historic properties preservation plan, housing plan, land use plan, population plan, public buildings, public services and facilities, recreation plan, safety plan, seismic safety plan, solid waste disposal plan, streets and highways plan, transit plan, and transportation plan, and such other plans as judged necessary;

WHEREAS, A public hearing on the adoption of the amended WARM SPRINGS AREA PLAN, a part of the Washoe County Master Plan, was held on October 4, 2011; and, November 1, 2011, by said Planning Commission;

WHEREAS, The Washoe County Planning Commission has found that the WARM SPRINGS AREA PLAN, a part of the Washoe County Master Plan, together with the applicable maps and descriptive matter, provide a long-term general plan for the development of the County including the subject matter currently deemed appropriate for inclusion in the Master Plan, and has submitted the amendment to the WARM SPRINGS AREA PLAN to the Board of County Commissioners, Washoe County, with the recommendation for approval and adoption thereof;

WHEREAS, Section 278.220, Nevada Revised Statutes, specifies that the Board of County Commissioners of Washoe County, Nevada, may adopt and endorse plans for Washoe County as reported by the Planning Commission, in order to conserve and promote the public health, safety and general welfare;

WHEREAS, A public hearing on the adoption of the Washoe County Master Plan, including the WARM SPRINGS AREA PLAN, was first held on May 21, 1991, with the most recent amendment to the WARM SPRINGS AREA PLAN being held on November 8, 2011, by the Board of County Commissioners of Washoe County, Nevada;

WHEREAS, At the conclusion of the public hearing, the Board of County Commissioners endorsed the amendment to the WARM SPRINGS AREA PLAN, a part of the Washoe County Master Plan, pursuant to Section 278.0282, Nevada Revised Statutes, for conformance review with the Truckee Meadows Regional Plan;

WHEREAS, A public hearing for the review of conformance of the Washoe County Master Plan, including the WARM SPRINGS AREA PLAN, was first held on October 23, 1991, with the most recent amendment to the WARM SPRINGS AREA PLAN being held on _____, 2012, by the Truckee Meadows Regional Planning Commission, at which time the plan was deemed in conformance with the Truckee Meadows Regional Plan; and

EXHIBIT A

#33

WHEREAS, The amendment to the WARM SPRINGS AREA PLAN, a part of the Washoe County Master Plan, which is in conformance with the Truckee Meadows Regional Plan, has completed all the necessary requirements for adoption as specified in the Nevada Revised Statutes and Article 820, Amendment of Master Plan, of the Washoe County Development Code; now, therefore, it is hereby

RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY, NEVADA That the Board does hereby adopt and endorse the amended WARM SPRINGS AREA PLAN, a part of the Washoe County Master Plan, to serve as a guide for the orderly growth and development of Washoe County, Nevada.

ADOPTED this _____ day of _____, 2012.

WASHOE COUNTY COMMISSION

John Breternitz, Chair

ATTEST:

Amy Harvey, County Clerk