

BOARD OF COUNTY COMMISSIONERS, WASHOE COUNTY, NEVADA

TUESDAY

10:00 A.M.

OCTOBER 13, 2009

PRESENT:

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

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

The Board convened at 10:09 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:

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

09-1023 AGENDA ITEM 3 – WATER RESOURCES

Agenda Subject: “Proclamation--October 17, 2009 as “Prescription Drug Round Up Day”--Water Resources. (All Commission Districts.)”

Commissioner Larkin read and presented the Proclamation to Kevin Quint, Join Together Northern Nevada (JTNN) Executive Director, and to Sergeant Mac Venzon, Regional Street Enforcement Team of the Reno Police Department. Mr. Quint thanked the Board. He explained JTNN was a substance abuse prevention coalition that sought to create partnerships within the community to address drug issues. He explained how and why the prescription roundup was created. He said there would be disposal sites on Saturday at four Scolari’s Food and Drug Company stores and at the Truckee Meadows Water Authority (TMWA) office. A copy of the information regarding the event was placed on file with the Clerk.

Commissioner Larkin asked about the proper way to dispose of unused or expired prescription drugs if someone could not participate in Saturday's drop off. Sergeant Venzon explained one way to dispose of the drugs was to crush them, mix them with kitty litter or coffee grounds, and dispose of the mixture in the garbage. He recognized the various partners who were essential in putting together the program.

Commissioner Larkin suggested the information on how to properly dispose of prescription drugs should be on the County's web site.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 3 be approved. The Proclamation for same is attached hereto and made a part of the minutes thereof.

09-1024 AGENDA ITEM 4 – 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."

Sam Dehne spoke against the decorum statement and about freedom of speech.

Garth Elliott suggested prior to the upcoming hearing on the Nuisance Ordinance, the Commissioners should hear for themselves what their constituents had to deal with regarding the noise made by motorcycles going out to and coming in from the desert.

09-1025 AGENDA ITEM 5

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

Katy Simon, County Manager, stated Agenda Item 23, the Sierra Sage Golf Course Agreement, was being pulled because of some bond issues needing to be clarified. She noted Agenda Item 40, Second Amendment to the Infrastructure Tax Expenditure Plan from the Flood Project Coordinating Committee (FPCC), would have the public hearing opened and then continued until December 8, 2009. She explained this was necessary because the Agreement stated this Board could only hear it after the FPCC took action on the Agreement, which had not yet been done.

Commissioner Larkin noted Commissioner Jung was awarded the “Most Notable Under 40” award, which he felt was quite an honor.

Commissioner Larkin said he received a note from John McDermott supporting the Spanish Springs Airport.

Vice Chairman Weber requested a discussion of the WC-1 monies regarding the Northgate Golf Course.

Ms. Simon mentioned the Local Government Summit that was being held in Henderson, NV on October 14, 2009. She noted the Summit was the first meeting of its kind where all city council and commission members from throughout the State would be attending. She said Vice Chairman Weber and Commissioner Jung would be representing Washoe County at the Summit.

A letter from Arnie Maurins, Library Director, was read into the record regarding how the Washoe County Friends of the Library was working together with Barnes and Noble to raise money for the Library by hosting a book fair from Thursday, October 22, 2009 through Sunday, October 25, 2009 at the Barnes and Noble store in Reno. Barnes and Noble would contribute to the Friends of the Library a percentage of every sale made using a special voucher. The vouchers were reusable and were available online at the Washoe County Library web site washoecountylibrary.us, at all library branches, and at other locations. The letter also mentioned the special events the Friends of the Library would hold during the book fair.

CONSENT AGENDA – ITEMS 6A THROUGH 6K(5)

09-1026 AGENDA ITEM 6A

Agenda Subject: “Approve minutes for the Board of County Commissioners’ meetings of August 11 and September 8, 2009.”

Vice Chairman Weber commented on the excellent job staff did in preparing the minutes. Amy Harvey, County Clerk, indicated she would pass that comment on to her staff.

There was no response to the call for public comment.

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

09-1027 AGENDA ITEM 6B - ASSESSOR

Agenda Subject: “Acknowledge receipt of change log for the 2009/2010 assessment roll--Assessor. (All Commission Districts.) *Change Log on file in County Manager’s Office.*”

There was no response to the call for public comment.

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

09-1028 AGENDA ITEM 6C – COMMUNITY DEVELOPMENT

Agenda Subject: “Approve State of Nevada Importer and Wholesale Dealer of Wine, Liquor and Beer License, with recommendations, and a Washoe County Importer/Wholesaler Intoxicating Liquor License, with conditions, for Adrian Oosthuizen Jr., dba Cubby Asset, LLC (J & D Imports); and if approved, direct that each Commissioner sign the original copy of the State of Nevada *Application for License for Importer and Wholesale Dealer of Wine, Liquor, and Beer--Community Development. (Commission District 2.)*”

In response to the call for public comment, Sam Dehne stated he was glad to see additional competition for the distribution of liquor.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6C be approved, directed, and executed.

09-1029 AGENDA ITEM 6D – HUMAN RESOURCES

Agenda Subject: “Accept donation [\$1,500] for the Washoe County Scholarship Fund and update donations received for the 2008 Employee Appreciation Breakfast by \$16 to reflect the correct total of donations received as \$1,334; and if accepted, direct Finance to make the appropriate budget adjustments--Human Resources. (All Commission Districts.)”

Commissioner Jung acknowledged the donations on behalf of the Board.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6 be accepted and directed.

09-1030 AGENDA ITEM 6E – JUVENILE SERVICES

Agenda Subject: “Accept American Recovery and Reinvestment Act Funds [\$1,600] for the purchase of a proofing cabinet (kitchen equipment used to provide heat and moisture needed to allow bread dough to properly rise prior to baking) for the Wittenberg Hall kitchen; and if accepted, direct Finance to make necessary budget adjustments--Juvenile Services. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6E be accepted and directed.

09-1031 AGENDA ITEM 6F – TRUCKEE RIVER FLOOD MANAGEMENT PROJECT

Agenda Subject: “Authorize travel for Flood Project Coordinating Committee Vice-Chair Ron Smith’s trip to Washington, D.C., October 20-22, 2009, [not-to-exceed \$2,000] for the purpose of encouraging Congressional support for the Truckee River Flood Management Project; and if approved, authorize expenditure for same from the 1/8 cent sales tax dedicated to the Truckee River Flood Management Project--Truckee River Flood Management Project. (All Commission Districts.)”

In response to the call for public comment, Sam Dehne spoke regarding this item.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6F be approved and authorized.

09-1032 AGENDA ITEM 6G(1) – DISTRICT HEALTH

Agenda Subject: “Approve Permit for Disinterment of Human Remains, as allowed under NRS 451.050, Subsection 2; and if approved, authorize Chairman to execute same. (All Commission Districts.)”

In response to the call for public comment, Sam Dehne indicated he felt the Permit should be approved.

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

09-1033 AGENDA ITEM 6G(2) – DISTRICT HEALTH

Agenda Subject: “Approve budget amendments [increase of \$26,155 in both revenue and expenses] to the Fiscal Year 2010 Tuberculosis Centers for Disease Control and Prevention Grant Program (IO 10016) budget; and if approved, direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6G(2) be approved and directed.

09-1034 AGENDA ITEM 6G(3) – DISTRICT HEALTH

Agenda Subject: “Approve budget amendments [increase of \$15,115.37 in both revenue and expenses] to the adopted Fiscal Year 2010 Comprehensive Tobacco Prevention Grant Program (IO 10418) budget; and if approved, direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6G(3) be approved and directed.

09-1035 AGENDA ITEM 6H(1) – REGIONAL PARKS AND OPEN SPACE

Agenda Subject: “Approve Agreement between the County of Washoe and the Reno Rodeo Foundation to hold the NV of the West special event at Bartley Ranch Regional Park on May 22, 2010; and if approved, authorize Chairman to execute the Agreement. (Commission District 2.)”

There was no response to the call for public comment.

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

09-1036 AGENDA ITEM 6H(2) – REGIONAL PARKS AND OPEN SPACE

Agenda Subject: “Approve Lease Agreement between the County of Washoe and Great Basin Institute to provide in-kind services to the Department of Regional Parks and Open Space as consideration for lease fees for use of the resident housing at Galena Creek Regional Park; and if approved, authorize Chairman to execute Agreement. (Commission District 1.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6H(2) be approved, authorized, and executed.

09-1037 AGENDA ITEM 6I(1) – SENIOR SERVICES

Agenda Subject: “Accept various Federal Title III grant awards passed through the Aging and Disability Services Division for Senior Services programs [\$438,885 with \$66,266 County match] retroactive October 1, 2009 through June 30, 2010; and if accepted; direct Finance to make appropriate budget adjustments--Senior Services. (All Commission Districts.)”

There was no response to the call for public comment.

Commissioner Larkin disclosed he sat on the Commission on Aging, but that would have no affect on his decision regarding these monies.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6I(1) be accepted and directed.

09-1038 AGENDA ITEM 6I(2) – SENIOR SERVICES

Agenda Subject: “Accept grant awards from Regional Transportation Commission for a Non-Urbanized Paratransit Program (retroactive July 1, 2009 through June 30, 2014) to provide for the transportation of senior citizens and people with disabilities in Gerlach and Incline Village [not to exceed \$40,000 for Gerlach and not to exceed \$60,000 for Incline Village - no County match]; and if accepted, authorize Chairman to execute Agreement for same and direct Finance to make appropriate budget adjustments. (Commission Districts 1 and 5.) To be heard before Agenda Item No. 6I(3).”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6I(2) be accepted, authorized, executed, and directed. The Agreement for same is attached hereto and made a part of the minutes thereof.

09-1039 AGENDA ITEM 6I(3) – SENIOR SERVICES

Agenda Subject: “Approve Interlocal Contract between the County of Washoe (Senior Services) and Incline Village General Improvement District retroactive July 1, 2009 through June 30, 2014 and provide \$12,000 for Fiscal Year 2010 for the

purpose of providing transportation services to seniors and people with disabilities in the Incline Village area as provided by a grant from the Regional Transportation Commission; and if approved, authorize Chairman to execute Interlocal Contract. (Commission District 1.) To be heard after Agenda Item No. 6I(2).”

There was no response to the call for public comment.

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

09-1040 AGENDA ITEM 6J(1) – TREASURER

Agenda Subject: “Authorize Washoe County Treasurer to auction all newly delinquent lands held in trust with the exception of those parcels listed on Exhibit A; and if approved, authorize Chairman to execute 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. (All Commission Districts.)”

There was no response to the call for public comment.

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

09-1041 AGENDA ITEM 6J(2) – TREASURER

Agenda Subject: “Acknowledge receipt of Report of Sale - September 22, 2009 Delinquent Special Assessment Sale - sale cancelled as all delinquencies have paid. (Commission Districts 2, 4 and 5.)”

There was no response to the call for public comment.

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

09-1042 AGENDA ITEM 6K(1) – SHERIFF

Agenda Subject: “Accept Grant Award [\$3,909.62 - County match \$3,909.62] from United States Department of Justice, Bureau of Justice Assistance, to assist in purchase of bulletproof vests; and if accepted, authorize Finance to make necessary budget adjustments. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6K(1) be accepted and authorized.

09-1043 AGENDA ITEM 6K(2) – SHERIFF

Agenda Subject: “Accept Justice Assistance Grant Award [\$5,000 - no cash match] from State of Nevada, Department of Public Safety, Office of Criminal Justice Assistance, through the Reno Police Department Multi-Jurisdictional Gang Unit Task Force, to cover overtime costs; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6K(2) be accepted and directed.

09-1044 AGENDA ITEM 6K(3) – SHERIFF

Agenda Subject: “Accept Grant Award [\$20,000 - no County match] from United States Office of National Drug Control Policy through Las Vegas Metro Police Department for 2009 High Intensity Drug Trafficking Area to cover overtime for participation in the Task Force; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6K(3) be accepted and directed.

09-1045 AGENDA ITEM 6K(4) – SHERIFF

Agenda Subject: “Accept Grant #DTNH22-09-G-00004 [\$59,998 - no County match] from the National Highway Traffic Safety Administration to be utilized to assist in costs associated with the Data Driven Approaches to Crime and Traffic Safety; and if accepted, direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no response to the call for public comment.

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

09-1046 AGENDA ITEM 6K(5) – SHERIFF

Agenda Subject: “Approve delaying implementation date to January 4, 2010 for Ordinance No. 1420 (an Ordinance amending the Washoe County Code by repealing provisions in Chapter 54 concerning Alarm Business, Alarm Systems and False Alarms, and by enacting new provisions relating to Alarm Businesses, Alarm Systems and False Alarms). (All Commission Districts.)”

There was no response to the call for public comment.

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

BLOCK VOTE

10:32 a.m. The Board recessed to determine possible items to include in a block vote.

10:34 a.m. The Board reconvened with Chairman Humke absent.

The following items were consolidated and voted on in a block vote: 12, 13, 14, 15, 16, 17, 18, 21, 22, 25, 26, 28, 29, 30, 31, 32, and 34.

09-1047 AGENDA ITEM 12 – DISTRICT HEALTH

Agenda Subject: “Recommendation to approve amendments [increase of \$585,283 in both revenue and expenses] to the H1N1 Phase 1&2, Focus Area 1 Grant Program, Internal Order 10780 Fiscal Year 2010 Budget; approve amendments [increase of \$50,000 in both revenue and expenses] to the H1N1 Phase 1&2, Focus Area 2 Grant Program, Internal Order 10781 Fiscal Year 2010 Budget; approve amendments [increase of \$1,052,883 in both revenue and expenses] to the H1N1 Phase 3 Grant Program, Internal Order 10782 Fiscal Year 2010 Budget; authorize creation of an on call Registered Nurse Intermittent Hourly position as evaluated by the Job Evaluation Committee; and if all approved, direct Finance to make appropriate budget adjustments--District Health. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 12 be approved, authorized, and directed.

09-1048 AGENDA ITEM 13 – DISTRICT HEALTH

Agenda Subject: “Recommendation to authorize issuance of Invitation to Bid for the Washoe County Health District, Vector Borne-Diseases Program, for mosquito control products up to \$360,000; and if approved, Washoe County Purchasing will administer a Bid Solicitation Package to obtain the required mosquito control products under the best possible financial arrangements--District Health. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 13 be approved.

09-1049 AGENDA ITEM 14 – PUBLIC WORKS

Agenda Subject: “Recommendation to award bid for 911 Parr Boulevard Housing Unit 7 HVAC Replacement Project to the lowest responsive and responsible bidder (staff recommends Mt. Rose Heating and A/C, Inc. [\$493,000 - funding source is General Fund]); and if awarded, authorize Chairman to execute contract documents--Public Works. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 14 be awarded, authorized and executed.

09-1050 AGENDA ITEM 15 – PURCHASING

Agenda Subject: “Recommendation to authorize release of Request for Proposal to hire a consultant to perform multi-agency Integrated Services Feasibility Study for Purchasing, Information Technology and Human Resources as approved by the Shared Services Elected Officials Group at their September 10, 2009 meeting [estimated cost approximately \$250,000 - will be pro-rated between Washoe County and City of Reno, and any other local governmental agencies that may choose to participate in the study at a later date]--Purchasing. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 15 be authorized.

09-1051 AGENDA ITEM 16 – PURCHASING

Agenda Subject “Recommendation to utilize Western States Contracting Alliance (WSCA) contract resultant from Request For Proposal No. 1715, administered by the State of Nevada for Multifunctional Copiers and Related Software, awarded to Konica Minolta Business Solutions USA, OCE Imagistics, RICOH Americas Corporation, Sharp Electronics Corporation and Xerox Corporation, for the duration of the contract period through June 30, 2012 and any extension period(s) granted by WSCA (an estimated 90 copy machine rentals are set to expire during Fiscal Year 2009/10 and have a cumulative annual value of approximately \$399,000)--Purchasing. (All Commission Districts.)”

There was no response to the call for public comment.

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

09-1052 AGENDA ITEM 17 – GRANTS COORDINATOR/MANAGEMENT SERVICES

Agenda Subject: “Recommendation to accept increase [\$25,000] to the 2009 Emergency Management Performance Grant Award from State of Nevada, Division of Emergency Management [for a total of \$280,238 - requiring 50% match of \$140,119 (will be in-kind by applying \$106,628.45 salary expense from a Washoe County Sheriff’s Office Search & Rescue position and \$33,490.55 salary expense of the Washoe County’s Fire Service Coordinator position)] to include grant performance period extension through December 31, 2009; and if accepted, direct Finance to make appropriate budget adjustments--Grants Coordinator/Management Services. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 17 be accepted and directed.

09-1053 AGENDA ITEM 18 – RISK MANAGEMENT

Agenda Subject: “Recommendation to approve payment of the Estimated Annual Assessment for Washoe County’s self-funded workers’ compensation program for Fiscal Year 2009/2010 to the State of Nevada, Division of Industrial Relations, in four installments of \$29,550.97 each [total \$118,203.88]--Risk Management. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 18 be approved.

09-1054 AGENDA ITEM 21 – REGIONAL PARKS AND OPEN SPACE

Agenda Subject: “Recommendation to approve State Question One Truckee River Funding Agreement between Washoe County and The City of Reno to be used for the White Fir Trailhead Project (APN: 038-740-02) on a section of the Truckee River at White Fir Way on property owned by the City of Reno [\$150,500 funded through the 2002 State Question 1 Bond - required match \$150,500 from The City of Reno]; and if approved, authorize Chairman to sign Agreement and authorize Finance to make all appropriate financial adjustments--Regional Parks and Open Space. (Commission District 1.)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 21 be approved, authorized, and executed.

09-1055 AGENDA ITEM 22 – REGIONAL PARKS AND OPEN SPACE

Agenda Subject: “Recommendation to approve State Question One Truckee River Funding Agreement between Washoe County and The Pyramid Lake Paiute Tribe to be used for the Aleck Streambank Restoration Project on a section of the Truckee River within the Pyramid Lake Paiute Tribe Reservation [\$100,000 funded through the 2002 State Question 1 Bond - required match \$100,000 from the Pyramid Lake Paiute Tribe]; and if approved, authorize Chairman to sign Agreement and authorize Finance to make all appropriate financial adjustments--Regional Parks and Open Space. (Commission District 4.)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 22 be approved, authorized, and executed.

09-1056 AGENDA ITEM 25 – SENIOR SERVICES/SOCIAL SERVICES

Agenda Subject: “Recommendation to accept Independent Living Grant Awards from Aging and Disability Services Division for various Senior Services Programs [\$212,389 - County match \$31,859] retroactive October 1, 2009 through September 30, 2010; and if accepted, direct Finance to make appropriate budget adjustments--Senior Services. (All Commission Districts.)”

Commissioner Larkin disclosed he sat on the Commission on Aging, but doing so would have no affect on his decision regarding these monies.

There was no response to the call for public comment.

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

09-1057 AGENDA ITEM 26 – SENIOR SERVICES

Agenda Subject: “Recommendation to accept Nutrition Grant Awards from Aging and Disability Services Division [\$324,703 - County match \$57,307 for the Home Delivered Meals Program and \$212,200 - County match \$37,451 for the Congregate Meals Program] retroactive October 1, 2009 through September 30, 2010; and if accepted, direct Finance to make appropriate budget adjustments--Senior Services. (All Commission Districts.)”

Commissioner Larkin disclosed he sat on the Commission on Aging, but that would have no affect on his decision regarding these monies.

There was no response to the call for public comment.

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

09-1058 AGENDA ITEM 28 – SHERIFF

Agenda Subject: “Recommendation to accept National Institute of Justice Grant 2009-DN-BX-K099 [\$390,766 - no County match] for the DNA Backlog Reduction Program in the DNA Section of the Washoe County Sheriff’s Office Forensic Sciences Division; and if accepted, approve sole source purchase with Applied Biosystems for DNA Supplies, sole source purchase with Eppendorf North America for Eppendorf Mastercycler gradient S thermal cyclers and sole source purchase with Qiagen Inc for the purchase of four QIAcube automated sample preparation/extraction systems and direct Finance to make appropriate budget adjustments--Sheriff. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 28 be accepted, approved, and directed.

09-1059 AGENDA ITEM 29 – SHERIFF

Agenda Subject: “Recommendation to accept National Institute of Justice Grant 2009-DN-BX-K042 [\$196,303 - no County match] for the Convicted Offender DNA Backlog Reduction Program in the DNA Section of the Washoe County Sheriff’s Office Forensic Sciences Division; and if accepted, authorize the Washoe County Acting Purchasing and Contract Administrator to sign the DNA outside laboratory contract on behalf of Washoe County, the Washoe County Sheriff’s Department and the Forensic Science Division of the Washoe County Sheriff’s Department and direct Finance to make appropriate budget adjustments--Sheriff. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 29 be accepted, authorized, executed, and directed.

09-1060 AGENDA ITEM 30 – SHERIFF

Agenda Subject: “Recommendation to accept Paul Coverdell Forensic Science Improvement Grant 09-PC-02 [\$117,948 - no County match] for the Forensic Science Division for training and the purchase of a microscope image capture system; and if accepted, direct Finance to make appropriate budget adjustments--Sheriff. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 30 be accepted and directed.

09-1061 AGENDA ITEM 31 – SHERIFF

Agenda Subject: “Recommendation to accept receipt of 2009 Justice Assistance Grant Funds [\$106,450 - no County match] for purchase of Tiburon Mobile Mapping, Map Storage Server space, Key equipment, SWAT equipment and training funds; and if accepted, authorize Finance to make necessary budget adjustments--Sheriff. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 31 be accepted and authorized.

09-1062 AGENDA ITEM 32 – SHERIFF

Agenda Subject: “Recommendation to accept Paul Coverdell Forensic Science Improvement Grant 2009-CD-BX-0051 [\$106,307 - no County match] for the Firearms Section Capacity Enhancement Project in the Forensic Investigation Section of the Washoe County Sheriff’s Office Forensic Sciences Division; and if approved, authorize sole source purchase of a stereomicroscope and a Comparison Microscope with digital image capture, storage and printing from Leeds Forensic Systems and direct Finance to make appropriate budget adjustments--Sheriff. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 32 be accepted, authorized, and directed.

09-1063 AGENDA ITEM 34 – COMMUNITY DEVELOPMENT

Agenda Subject: “Recommendation to appoint an individual to the vacant seat on the Washoe County Board of Adjustment from Commission District 5 for the remainder of the term expiring June 30, 2012--Community Development.”

Vice Chairman Weber suggested Kim Toulouse be appointed to fill the vacant seat.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Kim Toulouse be appointed to the vacant seat on the Washoe County Board of Adjustment from Commission District 5 for the remainder of the term expiring June 30, 2012.

10:50 a.m. The Board convened as the Board of Trustees for the South Truckee Meadows General Improvement District (STMGID).

10:52 a.m. The Board adjourned as the STMGID Board of Trustees and reconvened as the Board of County Commissioners with Chairman Humke absent.

09-1064 AGENDA ITEM 8 - PROCLAMATION

Agenda Subject: “Proclamation--October 2009 as International Walk to School Month. (All Commission Districts.) Requested by Commissioner Weber. AND Appearance: Melissa Krall, Director of Community Outreach, REMSA

Coordinator, Safe Kids Washoe County. Presentation regarding advocacy project with Esther Bennett Elementary School.”

Vice Chairperson Weber read and presented the Proclamation to Melissa Krall, Director of Community Outreach, REMSA Coordinator, Safe Kids Washoe County. Ms. Krall recognized Jim Gubbels, Safe Kids Washoe County Chairman; Janet Carthen, Safe Routes to Schools Coordinator; Theresa Krall, Esther Bennett Elementary School Safety Committee member and parent; Joe McCallum, Nevada Motor Transport Association; Tammie Stockton, Esther Bennett Elementary School Vice Principal; Michael Henry, Esther Bennett Elementary School Principal; and students called the “Bennett Safe Kids” from Esther Bennett Elementary School.

Ms. Krall explained the “Walk This Way” program in Washoe County noting it was celebrating its 10 year anniversary and the projects the Safe Kids Washoe County program had undertaken in the community. She also explained the role of the “Bennett Safe Kids” at school.

Ms. Krall presented the Board with 286 signed letters from students, parents, and staff from three local schools requesting that the Board consider pedestrian safety when making each and every decision. A copy of the letters was placed on file with the Clerk.

Students Jesse McCarthy, Stormi Seidel, William Krall, and Lissette Godinez presented information to the Board about pedestrian safety and what they would do to stay safe.

Ms. Krall thanked the County Commission for being responsive and receptive to the mission of the Safe Kids Washoe County Coalition to keep the community’s children safe from accidental injuries. She thanked Vice Chairman Weber for being active on the Esther Bennett Safety Committee.

There was no public comment on this item

Commissioner Jung thanked the students for their presentation. She acknowledged walking rather than riding to school promoted a greener approach that was good for the environment.

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

09-1065 AGENDA ITEM 9 - APPEARANCE

Agenda Subject: “Appearance: Joanne Marchetta, Executive Director, Tahoe Regional Planning Agency. Vision for Lake Tahoe. (Commission District 1.) Requested by Commissioner Breternitz.”

Joanne Marchetta, Tahoe Regional Planning Agency (TRPA) Executive Director, introduced herself to the Board and stated how much she was looking forward to strengthening TRPA’s collaborative partnership with Washoe County. She recognized Commissioner Breternitz and his commitment to Lake Tahoe.

Ms. Marchetta said the creation of TRPA 40 years ago came about because of concerns regarding development in the Tahoe Basin, which left unchecked without some regional oversight could result in irreparable environmental harm. She noted that concern was based on the forests around Lake Tahoe being stripped to shore up the silver mines during the Comstock Lode period. She said the extensive logging reduced Lake Tahoe’s water clarity, which improved as the forest grew back. She noted the clarity today sat at 70 feet.

Ms. Marchetta said prior to the creation of TRPA in 1969, it was envisioned the Tahoe Basin would have a city the size of San Francisco that would be served by six lane highways and would have a bridge spanning Emerald Bay. She stated that never happened due to early efforts by TRPA.

Ms. Marchetta said in 1980 California and Nevada agreed to a revised TRPA compact and the first Tahoe Regional Plan was completed in 1987. She stated 10 years into the plan it was determined a regulatory approach alone would not achieve the environmental net gains needed at Lake Tahoe to repair past mistakes. She said the Tahoe Basin entered a restoration age with the launch of the Tahoe Environmental Improvement Program in the mid-1990’s, which delivered approximately \$1.5 billion for Tahoe Basin restoration projects. She explained the clarity loss had slowed and some felt it might be reversing. She explained most other environmental indicators were moving in a positive direction. She stated the next 20 to 30 years would be about reinvestment and revitalization.

Ms. Marchetta said the latest water quality study indicated the most important action to take to continue moving toward improved clarity was to reduce fine sediment that was discharging into Lake Tahoe. She advised that could be accomplished by revitalizing already built areas. She stated the bottom line was that Lake Tahoe was largely built out, which would mean conversations would center on revitalization rather than growth. She stated the revitalization project being proposed by Boulder Bay Resorts in Crystal Bay would be an important tool for continued environmental and economic progress. She acknowledged TRPA was looking for stronger partnerships with the private sector. She said TRPA looked forward to evaluating the project in the coming months in a public forum and delivering a decision that would benefit Lake Tahoe. She stated inevitably there would be many other projects, with many being less ambitious. She said

in many instances there was a choice between doing something that was environmentally and economically beneficial and doing nothing. She felt the cost of doing nothing was too high to be considered as an option, and she asked for the Board's support because there were people trying to stop this effort.

Ms. Marchetta stated the Environmental Improvement Program had been updated and endorsed by the TRPA Board. She said it was envisioned there would be another \$2.5 billion investment in the next 10-year phase of the Program. She stated part of that share would fall on local jurisdictions like Washoe County. She explained the County's storm-water management plans, erosion control projects, and restoration efforts would be part of that effort. She advised the projects would create jobs, benefit the environment, and make the Lake Tahoe communities stronger. She said TRPA needed the Board's partnership, but that would mean tough decisions in the coming months and years about how Washoe County would pay its share.

Ms. Marchetta advised the residents of Incline Village and Crystal Bay were planning a forum to discuss updates to their respective community plans in concert with TRPA's effort to update its regional plan. TRPA envisioned a future of strong communities, a healthy environment, and a thriving economy at Lake Tahoe.

Ms. Marchetta said another challenge for Lake Tahoe would be controlling catastrophic threats such as aquatic-invasive species and catastrophic fires, which could be accomplished by strong partnerships. She noted TRPA was committed to leading the effort to make sure those two threats would be diminished. She thanked Washoe County for its partnership with TRPA.

Vice Chairperson Weber thanked Ms. Marchetta for a wonderful report and Commissioner Breternitz for the great job he was doing. She said she lived at Lake Tahoe in the 1980's, and she felt TRPA had made a difference.

Commissioner Breternitz thanked Ms. Marchetta for speaking to the Board and for her spirit of reaching out to support the cooperative efforts.

There was no action taken on this item.

09-1066 AGENDA ITEM 10 - APPEARANCE

Agenda Subject: “Appearance: Steve Teshara, Executive Director, North Lake Tahoe Chamber of Commerce, Ron Radil, Executive Director, Western Nevada Development District. Overview of Prosperity Plan for the Tahoe Basin; request for funding [\$10,000] and request for Washoe County representative to sit on Prosperity Plan Steering Committee. (Commission District 1.) Requested by Commissioner Breternitz.”

Steve Teshara, North Lake Tahoe Chamber of Commerce Executive Director, explained the goal of the Prosperity Plan for Lake Tahoe. A copy of the basis

for his remarks was placed on file with the Clerk. He explained certain areas of Lake Tahoe had reached a tipping point and jobs and permanent residents were being lost, which could get to the point where the overall economy of the Lake Tahoe Basin was simply not viable. He was pleased to have an opportunity to work collaboratively with the six local governments and other partners at Lake Tahoe to do something about the situation.

Mr. Teshara stated he was aware the County might not be able to provide \$10,000 today, but he would like the County's support in moving forward with the Prosperity Plan. He stated all of the other local jurisdictions had made their commitments, and he was sure the County would as well once the appropriate process was completed. He believed today the Board could take an action that would ensure Washoe County had a seat at the table for this exciting project.

Ron Radil, Western Nevada Development District Executive Director, said a number of people and groups were involved in the process of getting the application to the Economic Development Administration (EDA). He explained that a Tahoe Basin-wide economic development planning effort regarding the Basin's economy did not exist nor had it ever been attempted. He said this was an asset based economic plan, which would look at the existing economic plusers that could be added to the Plan. He said a Request for Proposal (RFP) had been completed and it was planned that proposals would be reviewed on November 16, 2009, after which a contract would be issued if there was a viable proposal.

Commissioner Breternitz said other entities at Lake Tahoe had contributed \$10,000 and the EDA was providing a \$70,000 grant. He asked why Washoe County was only recently asked to contribute \$10,000 towards this effort. Mr. Radil replied Washoe County fell through a crack regarding a request for matching funds. Mr. Teshara explained some of the counties, particularly those on the south shore, were approached to be part of the application process so they made a commitment then. He stated he had not gone to Washoe or Placer Counties because the paperwork seemed to go into a black hole until surprisingly it was approved in August. He said some catch up was being done to allow Washoe and Placer Counties the opportunity to participate. Commissioner Breternitz asked if Placer County came up with the money. Mr. Radil replied Placer County had.

Commissioner Breternitz believed this was an investment versus an expense. He felt the effort that would be mounted because of the Prosperity Plan would generate some economic vitality at Lake Tahoe, which was the goal. He said Washoe County would benefit from that economic vitality by increased tax receipts. He stated he was supportive of the effort, but he understood there was a process that had to be followed. He asked if there was a way to move the process forward assuming the Commission had an interest in doing so. Katy Simon, County Manager, said there was an adopted policy for granting funds, but there was the ability to look at providing in-kind services in the short term while an application was processed.

Commissioner Breternitz said he understood the majority of the money would go to the successful responder to the RFP for services, but not all of the distribution of those monies would go into this fiscal year. He asked if it would work for the County to contribute the money in the next fiscal year. Mr. Radil replied it would. Commissioner Breternitz stated an expression of interest could be made, but he was not sure what type of commitment could be made today. Vice Chairperson Weber said Ms. Simon had suggested possibly providing some in-kind services in the interim.

Commissioner Jung asked if the Incline Village General Improvement District (IVGID) had been approached. She acknowledged the County was cash poor but resource rich, and she agreed in-kind services should be looked at. Mr. Radil said there was a IVGID representative on Tahoe Regional Planning Agency (TRPA).

Commissioner Larkin asked if the agenda item allowed making an appointment to the steering committee and was participation on the steering committee contingent on a resource commitment. Mr. Radil replied it was not contingent on a resource commitment because all of the jurisdictions in the Basin needed to be represented. He noted the preference was an elected official be appointed.

Commissioner Breternitz felt it would be appropriate for him to be on the steering committee, but he would like someone to back him up.

Commissioner Larkin asked what the vision was on how the Prosperity Plan would either dove tail into, be separate from, or be a component of the overall regional strategy developed with Economic Development Authority of Western Nevada (EDAWN). Mr. Radil said the scope of work in the RFP's included a review of developing and existing plans in an effort to coordinate efforts so everyone was aware of what was going on. Commissioner Larkin asked if the final product would reference other plans. Mr. Radil agreed it would, but it would be asset based, would look at economic plusers, and any potential plusers within the Basin. He said this would be done in an effort to make sure they were in compliance with land use and environmental issues.

Commissioner Larkin stated he was supportive of having Commissioner Breternitz on the steering committee and concurred with Commissioner Jung that there should be discussions with IVGID. He said the Manager would make available whatever resources were available now, but this needed to come back through the normal grant process for the next fiscal year.

Vice Chairperson Weber believed Commissioner Breternitz should be seated on the steering committee and there should be another Commissioner as an alternate. Commissioner Larkin suggested listing all Commissioners as alternates.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that Commissioner Breternitz be appointed as the Washoe County designee to the Lake Tahoe

Prosperity Plan Steering Committee and that all other Commissioners be appointed as alternates.

**09-1067 AGENDA ITEM 11 – DISTRICT HEALTH/EMERGENCY
MANAGEMENT**

**Agenda Subject: “Update on region’s planning for possible H1N1 pandemic--
District Health Department/Emergency Management. (All Commission Districts.)
Requested by Commissioner Jung.”**

Dr. Mary Anderson conducted a PowerPoint presentation, which was placed on file with the Clerk. She noted Aaron Kenneston, Emergency Management Administrator, provided the slide on Regional Emergency Management Preparations. She thanked Mr. Kenneston for his partnership in planning and responding to H1N1 issues.

Dr. Anderson said the map showing the level of influenza was unusual for this time of year because it was usually the activity level that would occur in February. She said the map accumulated both seasonal influenza and H1N1 influenza, but the vast majority of the influenza was H1N1.

Dr. Anderson noted H1N1 was affecting the younger population rather than the older population, which was usually the most susceptible population for seasonal influenza. Commissioner Larkin stated some people were immune based on an outbreak in the 1970’s. Dr. Anderson replied older adults had been exposed to a variety of influenza viruses, which may have built up their immunity.

Commissioner Larkin asked if children still needed an injection if they were over the age of two and under the age of 10 and had received the nasal spray. Dr. Anderson replied it was one or the other. She further explained there were currently 10 presentations of vaccine available that would target different age groups, what the County received, and what it hoped to receive as shown on the Vaccine Availability slide. She stated staff currently did not know what presentation would be received next.

In response to Commissioner Jung asking where Washoe County citizens would be able to get seasonal flu and H1N1 shots, Dr. Anderson provided the locations and times where seasonal flu shots would be available on Saturday, October 17, 2009. She noted there currently were insufficient supplies of H1N1 shots for the Health District to hold mini point of distributions (POD’s). She said the POD’s would be held at the Health District offices and the dates and times would be available soon. She advised as more vaccine became available, individual practitioners would be offering it to the public. She advised the Health District was working with the State Health Officer regarding the appropriate distribution of the available supplies to practitioners who requested those supplies.

Commissioner Jung asked if general practitioners provided the seasonal flu vaccine. Dr. Anderson replied some general practitioners did along with quite a number of community service clubs and pharmacies.

Commissioner Jung asked what someone should do if they already had H1N1. Dr. Anderson replied if a laboratory test confirmed they had H1N1, they should not need to be immunized because they would have been naturally immunized.

Commissioner Jung said it was important to stay home when sick, to sneeze into an elbow, and to do appropriate hand washing. She demonstrated the correct way to wash hands.

12:05 p.m. Chairman Humke arrived at the meeting but did not assume the gavel.

Commissioner Larkin asked how the County was doing locally for H1N1 cases per 100,000. Dr. Randall Todd, Epi Center Director, replied he had not yet done a calculation. He advised the raw data indicated Washoe County was similar to the rest of the nation, especially in terms of age distribution, but the County's total numbers were a little higher. He felt the higher numbers indicated the ease with which physicians could access the H1N1 laboratory testing, which was not the case in Southern Nevada. Commissioner Larkin asked if it was felt that the number of cases projected were abnormally above what the nation as a whole would experience. Dr. Todd replied he did not in terms of the number of overall incidents. He felt what would slow the number of cases down would be an aggressive vaccination campaign. He said the extent to which the public accepted the vaccine and the extent to which the vaccine could be efficiently delivered to the public would make the difference between seeing a 15-20 percent attack rate versus a 30-50 percent attack rate.

Dr. Todd explained the initial focus was on providing the vaccine to health care providers, pregnant women, people who cared for infants too young to receive the vaccine, people 6 months to 24 years of age, and people 25 to 64 years of age with underlying medical conditions. He advised anyone who wanted the vaccine would be able to get it when enough doses became available.

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

09-1068 AGENDA ITEM 27 – SHERIFF

Agenda Subject: “Recommendation to accept Fiscal Year 2009 Recovery Act Edward Byrne Memorial Competitive Grant 2009-SC-B9-0116 [\$775,995 - no County match] to be utilized for staffing in the Alternative to Incarceration Unit for 3 deputies; and if accepted, authorize Chairman to execute grant acceptance and direct Finance to make appropriate budget adjustments--Sheriff. (All Commission Districts.)”

Brooke Howard, Detention Programs Coordinator for the Alternatives to Incarceration Program, explained the different alternate sentencing programs. She said the Sheriff's Community Work Program was one of the least restrictive programs, which allowed people to perform specific hours or days of community service. She said currently the average number of participants was 1,256 active participants, a staff of 20, and three deputies to supervise the participants. With the budget cuts, three deputies and a sergeant were lost. She said the remaining three deputies could not cover the Program because it was open 7 days a week from 6:00 a.m. until 4:00 p.m., especially with the deputies also being responsible for warrant service. She stated it was imperative to have two deputies available at the sites, which meant pulling deputies from other duties to help supervise the participants.

Commissioner Larkin asked Ms. Howard how the lost sergeant position was being handled. Ms. Howard replied a detention facility sergeant was supervising the deputies for the program and for the detention facility.

Commissioner Larkin indicated this was an innovative way to keep this program running and an excellent use of grant funds. He commended the Sheriff's Office for finding these funds, which can be difficult to do. Ms. Howard quoted Commissioner Jung saying earlier that the County was "cash poor, but resource rich" and that was what this program did. It did not necessarily bring in big dollars, but it did generate savings of 22,799 jail days last year, saved the user agencies \$1.9 million for the work provided by the participants, and saved a total of \$4.1 million.

There was no response to the call for public comment.

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

09-1069 AGENDA ITEM 19 – SOCIAL SERVICES

Agenda Subject: "Recommendation to approve Interlocal Contract Between Public Agencies (State of Nevada, Department of Health and Human Services, Division of Health Care Financing and Policy and the County of Washoe) [\$1.5 million] for the period July 1, 2009 through June 30, 2010 for the Disproportionate Share Program; and if approved, authorize Chairman to execute Contract--Social Services. (All Commission Districts.)"

Kevin Schiller, Social Services Director, said the Disproportionate Share Program (DSH) had been discussed at the Legislature for at least the last four sessions. He noted the \$1.5 million the County contributed held the County harmless from in-patient costs for the indigent specific to Renown Medical Center. He noted in the last Legislative session, there were changes to how the \$1.5 million was contributed and whether the contributions of Washoe and Clark Counties should be changed with the

intent of sharing that money with rural counties. He said the reality was Washoe County started losing the cost benefit of this program at about another \$300,000 increase.

Mr. Schiller stated in reviewing the contract, he believed the highlighted change was trying to highlight the Indigent Accident Fund (IAF). He explained the IAF and Supplemental Account were also topics of the last Legislative session and a special session prior to that. He said the State came in and swept the IAF and the Supplemental Account in the special session, but they were not reinstated as was indicated would occur.

Mr. Schiller believed the contract change highlighted that Washoe and Clark Counties still needed to pay into the IAF, which was being done anyway because it was statutorily required. He felt that would be a lobbying issue going into the next session that the County would be dealing with. He also felt the Board needed to be aware of a formation of a subcommittee due to the debate on increasing the DSH contribution. He said three to four meetings had been held to look at a proposal on how DSH would move forward and how work was being done with Medicaid to work things out. He said in Clark County the issue was even more significant because their hospital was County funded.

Chairman Humke felt the public should be aware of what was happening at the Legislature because money was being taken from the County. He noted occasionally some counties sent indigent patients to Renown, while most of the others were sent to University Medical Center in Clark County. He stated while there were some hospitals in rural communities, it was Renown and University Medical Center that took the lion's share of indigent patients.

Commissioner Larkin said he was distressed that the Board of Examiners refused to sign a four-year contract and went to a one-year contract. Mr. Schiller stated he was not present during that discussion, but he believed there was a push to change the contract. He felt he would be back before the Board in 2010. He said that was the only explanation he had from the fiscal staff at the State level. Commissioner Larkin said the caveat when these agreements were signed was Washoe County would be held harmless for Renown's indigent inpatient hospital bills for each year of the biennium. He was concerned signing this contract for one year voided that requirement of the biennium and, come July 1, 2010, the County could be liable for the \$1.5 million and the money for the IAF. He said if Renown came to the County with a bill because the County did not have a contract in force, the County could be on the hook for that too. He said this was a very serious action that the Board of Examiners took against the Washoe County. Mr. Schiller believed it also happened to Clark County.

Katy Simon, County Manager, said for the record that Washoe County was held harmless for the indigent inpatient hospital bills at Renown for each year of the biennium. Commissioner Larkin stated this contract was only for this fiscal year. Ms. Simon said by statute the County was held harmless through the biennium. Commissioner Larkin felt that would not be the case if no contract was in force. He said

his issue was the State gave the County only nine months warning that the terms would be changed.

Ken Retterath, Adult Services Division Director, said he believed the contract before the Board covered the contribution to the State and the statute was separate from that. His interpretation was he did not think the County would have to double-dip with Renown.

Chairman Humke said Commissioner Larkin's point was the term of was for one year. He asked if it would be wise to spell out that other term having a two-year time limit. Mr. Schiller said he could follow that up with the partners at the State level to see if that clarifying language could be added. Commissioner Larkin said the contract was signed for four years and the Board of Examiners rejected that and sent it back for one year. Commissioner Larkin felt there was no other option, but the motion could be made under protest because this was bad faith. He said if the contract was not accepted, the County would be on the hook for everything. Chairman Humke agreed that if the County wanted the funds this year, the contract would have to be accepted.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Chairman Humke, which motion duly carried, it was ordered that Agenda Item 19 be approved. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

Commissioner Larkin hoped that Mr. Schiller would convey the Board's displeasure to the State about the unfortunate circumstances the County found itself in today. He said the County wanted to work with the State, but the manner in which this came back to the County was almost untenable. He wanted to start talking about the next contract now, because the County might have to seek some Legislative relief in terms of how the contract would be put together. He felt this contract was really leaving the County at risk.

Vice Chairman Weber knew this had been an ongoing discussion with Nevada Association of Counties (NACO), but this issue should be discussed tomorrow at the Local Government Summit.

09-1070 AGENDA ITEM 20 – FINANCE

Agenda Subject: "Introduction and first reading of an Ordinance amending Chapter 15 of the Washoe County Code (County Finances; Purchasing; Collections; Comptroller) by eliminating the County Purchasing Department and Creating the Purchasing and Contracts Division as a Division of Finance by eliminating the Collections Division of the Finance Department by assigning the Collections Functions to the Comptroller's Office and other matters properly related thereto-- Finance. (All Commission Districts.)"

John Sherman, Finance Director, explained that because the Finance Department was created by ordinance, these organizational changes also had to be done by ordinance. He discussed the background of this item as contained in the staff report dated September 17, 2009. He said the reclassifications would be addressed in an item that would be before the Board in two weeks.

Commissioner Breternitz said Purchasing was a target for discussions on shared services, and he asked if this would have any effect on the ability to move forward with that. Mr. Sherman this should have no material impact at all on that possibility.

There was no public comment on this item.

Bill No. 1603, entitled, “**AN ORDINANCE AMENDING CHAPTER 15 OF THE WASHOE COUNTY CODE (COUNTY FINANCES; PURCHASING; COLLECTIONS; COMPTROLLER) BY ELIMINATING THE COUNTY PURCHASING DEPARTMENT AND CREATING THE PURCHASING AND CONTRACTS DIVISION AS A DIVISION OF FINANCE BY ELIMINATING THE COLLECTIONS DIVISION OF THE FINANCE DEPARTMENT, BY ASSIGNING THE COLLECTIONS FUNCTION TO THE COMPTROLLER’S OFFICE AND OTHER MATTERS PROPERLY RELATED THERETO,**” was introduced by Commissioner Larkin, the title read to the Board and legal notice for final action of adoption directed.

09-1071 AGENDA ITEM 24 – SENIOR SERVICES/SOCIAL SERVICES

Agenda Subject: “Recommendation to acknowledge staff report and presentation on the proposed integration of the Adult Services Division of the Social Services Department with the Department of Senior Services and provide direction to staff--Senior Services/Social Services. (All Commission Districts.)”

Grady Tarbutton, Senior Services Director, conducted a PowerPoint presentation on the proposed integration of Adult Services Division of the Social Services Department with the Department of Senior Services, which was placed on file with the Clerk.

Mr. Tarbutton advised a study done by the National Association of State Units on Aging (NASUA) projected that Nevada could save \$11 million over the next five years if it implemented single-entry points for providing services.

Mr. Tarbutton said the consolidation of resources would help serve people the best. For example, he stated the Nursing Home Diversion Project, in partnership with the State and with Renown Regional Medical Center, was a pilot project that was conducted from March 1, 2009 to the end of June 2009 that indentified 13 people who could potentially be diverted from nursing home care. Page 15 of the Business Case Analysis included with the staff report provided the savings realized by the pilot project.

In response to the call for public comment, Connie McMullen, Strategic Plan Accountability Committee for Seniors Chair, noted there was a letter in the Board's packet that contained some comments. She encouraged the Board to adopt what Mr. Tarbutton had put forth.

Wanda Brown, State of Nevada Aging and Disability Services Division, Aging Disability Resource Manager, explained the intent of the Aging and Disability Resource Center was to provide a single-entry access point to a seamless delivery system of support for Nevadans so they could be empowered to make informed choices about the services they needed or for which they needed to plan. She stated this integration was in line with that philosophy, and she supported the integration of Senior and Adult Services.

Amy Harvey, County Clerk, said there was another Request to Speak card from Chris Bosse, Renown Health Vice President of Government Relations, in support of Agenda Item 24.

Chairman Humke asked if there was anything in the health care bills being debated that could affect this integration. Mr. Tarbutton replied the only thing he had seen that could require some major State policy changes were regarding Medicaid. He stated there would have to be a decision made at the County and the State level on how to administer the indigent programs if Medicaid was expanded to cover all of the working poor and the uninsured. He said the proposal was to have those policies in place by 2013. He indicated the issue would be advocacy and to understand the impact on the County of any decisions that might be made by the Legislature. Chairman Humke asked what the numbers would be if Medicaid was expanded. Mr. Tarbutton stated the proposal was to change the match rate for Medicaid and, according to Senator Harry Reid's Office, the actual cost increase was projected to be 1.5 percent to the current Medicaid budget.

Chairman Humke asked if Nevada was a 50/50 match state. Mr. Tarbutton said it was, but the economic stimulus package had changed the rate to the State's advantage. He stated Adult Services was paying around 40 percent for this current year, which he believed ended September 30, 2010. He advised after that date it would go back to 50 percent.

Chairman Humke asked how the various health care reform bills in Congress would impact the private insurance policies that provided coverage for long-term care. Mr. Tarbutton said the State had the option to pay for long-term care insurance for low-income and indigent individuals, which Nevada had chosen not to do. He noted early on there was discussion about long-term care, but he had seen nothing since. Chairman Humke was concerned about private citizens that bought long-term care. Mr. Tarbutton said that was something the County needed to look at, because he did not know what was happening.

On motion by Commissioner Jung, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 24 be acknowledged and directed.

09-1072

AGENDA ITEM 33 – WATER RESOURCES/COMMUNITY DEVELOPMENT

Agenda Subject: “Recommendation to approve and authorize the Chairman to: 1) execute a Resolution to sponsor a Regional Plan amendment that implements Washoe County Question #3, approved by voters, which calls for the regional plan to be amended to reflect and to include a policy or policies requiring that local government land use plans be based upon and in balance with identified and sustainable water resources available within Washoe County; and 2) recommend to the Regional Planning Commission and the Regional Planning Governing Board that the Regional Plan and the Regulations on Procedure, Section XII, be amended to clarify that the Consensus Forecast is to be compared with the estimated population that can be supported by the sustainable water resources as identified in the Regional Water Management Plan--Water Resources/Community Development. (All Commission Districts.)”

Amy Harvey, County Clerk said she had a Request to Speak card filled out by Pamela Galloway, but she left. Katy Simon, County Manager, said she responded to an e-mail from Ms. Galloway where she indicated this item would be continued.

Chairman Humke asked for an explanation regarding why this was being postponed. Adrian Freund, Community Development Director, explained there was a misunderstanding over some wording and there would be a meeting on October 20, 2009 to iron out those misunderstandings.

There was no response to the request for public comment.

On motion by Commissioner Jung, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 33 postponed until the October 27, 2009 Commission meeting.

1:25 p.m. The Board recessed.

1:56 p.m. The Board reconvened with Commissioner Larkin and Chairman Humke temporarily absent.

09-1073

AGENDA ITEM 36 – MANAGEMENT SERVICES

Agenda Subject: “Discussion and possible direction to staff regarding the October 14, 2009 Local Government Summit, including review and possible approval of Legislative Principles--Management Services. (All Commission Districts.)”

John Slaughter, Management Services Director, said the first Local Government Summit would be held tomorrow in Henderson, Nevada. He noted all city and county governments had been invited to the Summit and the meeting was agendaized so no action would take place. He said the local governments would be bringing

information back to their own bodies for any possible action. He conducted a PowerPoint presentation, which was placed on file with the Clerk, regarding the three items on the agenda for discussion.

2:02 p.m. Commissioner Larkin arrived at the meeting.

Mr. Slaughter reviewed the staff report and Washoe County's proposed Legislative Principles.

2:04 p.m. Chairman Humke arrived at the meeting and assumed the gavel.

Commissioner Jung suggested changing the wording of the Partners in Providing Service to Nevada Principle to "All Governments in Nevada (State, County, Cities, School Districts, Special Districts) are partners in providing consistent and reliable services to our shared constituencies..." She felt sometimes it was believed that the County's constituents were different from the State's, when they really were not. She felt that it should be pointed out that those same constituents were shared whether you were an assemblyperson or a city council member because there was such overlap.

Commissioner Breternitz noted the County did not necessarily have a shared constituency with the residents of Las Vegas for example. He understood what Commissioner Jung was getting at because in many ways everything was interwoven because of coverage and representation. He felt there were situations that would be better served by "citizens of Nevada" rather than "shared constituencies."

Commissioner Weber felt that there were some shared constituencies within the counties. She suggested using the terms regional or county. She noted the point was well taken because people in the community did not understand that a State Legislator would have the same constituency as the city, counties, and school districts.

Commissioner Jung stated the Board was looking at Washoe County principles, but that implied all other bodies with which the Board overlapped.

Commissioner Larkin stated regarding local determination he had a problem with "Local governments should have the ability to opt out of delivering State programs and services..." He suggested the wording "... the discretion of (or "on") delivering State programs and services..."

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried, it was ordered that the new Legislative Principles be approved as amended during the discussion on Agenda Item 36.

09-1074 AGENDA ITEM 35 – MANAGEMENT SERVICES

Agenda Subject: "Discussion and possible direction to staff regarding the Washoe County Strategic Plan--Management Services. (All Commission Districts.)"

Katy Simon, County Manager, said she and John Slaughter, Management Services Director, met with the task forces chairs and the Senior Leadership Team and had begun conversations with the Department Heads in an attempt to resolve one of the biggest challenges regarding strategic planning, which was accountability for results. She noted there was great accountability with Department Heads and staff, but there was not the organizational structure to force the task forces to have strong accountability for outcomes because they were interdisciplinary. She said the purpose of modifying the process was to come up with a structure that would allow for strong accountability for results and outcomes.

John Slaughter, Management Services Director, conducted a PowerPoint presentation, which was placed on file with the Clerk.

Commissioner Breternitz questioned if this was the right time for an overhaul of how the County did its strategic planning. Mr. Slaughter replied he believed it was. He said by removing the structure of task forces and putting planning with the departments, it would provide good accountability for getting things done because decisions could be made at the department level rather than at the task force level where there might not be the authority to ask another department to do a task. He said putting the planning back with the departments would also allow them to take into account any adjustments made to their Department Strategic Plan because of their recent budget reduction plans.

Ms. Simon said the other reason it was important to do this now was the strategic planning process was starting for the 2010/11 Fiscal Year. She said if the new structure was not in place soon, it would have to wait a year to be revised. She felt doing this now would help focus on the most important things departments should be working on.

Commissioner Breternitz said there was discussion about reducing the overhead of the task forces, but now a new Strategic Planning Committee would be created. He asked who would sit on that committee. Ms. Simon explained the task forces generally included six to eight department heads who met regularly for each task force. She explained the plan was the Committee would report to the Manager to streamline the process, the Committee would have a broad range of representation, and could respond to the Commission's direction quickly. Commissioner Breternitz said the new pyramid actually had one more level, and he requested an explanation on how adding another level would simplify. Mr. Slaughter explained taking the task forces' responsibility and putting it at the department level would help support the Board's goals. He explained the members of the task forces often worked with areas for which they had no day-to-day responsibility to achieve. Ms. Simon explained it went directly from Commission goals to Department goals so there was not an additional layer.

Commissioner Breternitz asked why the department method was better than the task forces method. Ms. Simon explained that if it was likened to a business, the

business goal might be to produce three different products and to have a 90 percent market share for those three products. The product development department would have a piece of that as would the marketing department, the finance department and the sales team; but they all knew they had the same goal. She said it was the Chief Executive Officer's responsibility or, in the County's case, the Strategic Planning Committee's responsibility because there were people in the organization who did not report to the Manager. She said it was her ultimate responsibility to ensure everyone knew what the goal was, what their piece was, and that they were talking with each other to make sure the strategic goal of the organization was met. The County had that accountability structure in place through the Assistant County Managers and through supervisory responsibilities. She explained the Department Heads responsible for implementation were not accountable in the same way to a task force chairman as they were to an Assistant County Manager or to the County Manager. She said this change would use the existing supervisory structure to make a clear line of sight from an employee, to a supervisor, to a department head, and to the management of the organization.

Commissioner Larkin explained the task forces were an invention that was used as a transitional structure to get through the planning process, but the chairs became territorial about the goals and objectives they wanted to see managed within their task force. He said that became counterproductive as the budget reduction process progressed and there was a realization that the structure needed to be more departmental, because the accountability and the championship of the department's goals would lie with the person responsible for the implementation of those goals. He said that led to the idea of the Strategic Planning Committee that would ensure any new ideas were in alignment with what had been talked about.

Commissioner Larkin said realigning the strategic priorities with the strategic objectives made sense and was consistent with the strategic planning policy literature, but the County Commission goals were new. Mr. Slaughter explained the strategic objectives were fairly broad, while the County Commission goals would be the next level down and would be shorter term. Commissioner Larkin said the priority of the objectives was timeless, but now some sort of metric needed to be built in. Ms. Simon said the key was measurable. Commissioner Larkin stated the objectives were not measurable. Mr. Slaughter said the strategic objectives were long-term objectives that would move the County from its mission to achieving its vision.

Commissioner Larkin asked how it would be determined if the goals were consistent with those objectives. He felt that was where Commissioner Breternitz had an issue, because he had an issue on how those would line up correctly. He said one thing that should not happen was creating another set of objectives. Ms. Simon said it was the intent of the annual Strategic Planning Retreat to shape those goals and give that direction. The Commission would reevaluate its strategic objectives and would revisit the vision and mission statements to potentially make them more concise so employees would know what the County's mission was and what the goals of the County Commission were. She said the Commission would define the goals and the measurements that would be used to evaluate the results.

Commissioner Larkin asked how it was envisioned the Strategic Planning Committee would meet. Ms. Simon stated ideally the Committee would meet after the Board's adoption of its goals. She said there should be the ability for Department Heads to provide input on how those goals would affect their departments and how they could support those goals, which could require monthly Strategic Planning Committee meetings. She said it was planned the Department Heads would report quarterly to the Strategic Planning Committee about what had been happening in their departments and the Committee would provide any oversight. She stated the goal was to make quarterly presentations to the Board. She said because of staffing reductions, the process of collecting data would be streamlined as much as possible. She stated there needed to be a balance between finding the staff resources to do that task and the need for the data to be timely.

Mr. Slaughter said he was working with the Manager on the refinement and appointment of members to the Committee, and the intent was to schedule the fall Strategic Planning Retreat for November or early December 2009.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that for Agenda Item 35 the changes be accepted as proposed and that the fall Strategic Planning Retreat be scheduled.

2:47 p.m. The Board recessed to the 4:30 p.m. time certain Work Card Closed Session.

4:32 p.m. The Board reconvened to the 4:30 p.m. time certain Work Card Closed Session.

5:29 p.m. The Board reconvened in open session with all members present.

09-1075 **AGENDA ITEM 37 – WORKCARD PERMIT APPEAL – ISSAC AVENDANO**

Agenda Subject: “The Washoe County Commission will adjourn from the Commission Chambers and reconvene in the County Commission Caucus Room (1001 E. 9th Street, Building A, 2nd Floor, Reno) to consider the work card permit appeal for Issac Avendano. The **HEARING** will be a **CLOSED SESSION** to discuss the applicant’s character or other matters under NRS 241.030(1). Following the Closed Session, the Commission will return to open session in the Caucus Room to take action on the appeal and finish the remainder of the October 13, 2009 Board Agenda.”

Commissioner's Jung and Weber explained why they felt the appeal for Issac Avendano should be granted.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, it was ordered that the strict application of the terms of the Washoe County Code Chapter 25.345.2(7) be waived, Mr. Avendano's appeal be upheld and the Internal Review Board's decision be overturned.

5:32 p.m. The Board recessed and reconvened in Closed Session for the purpose of an Attorney/Client meeting.

6:50 p.m. The Board reconvened in open session with all members present.

PUBLIC HEARINGS

09-1076 AGENDA ITEM 38 – COMMUNITY DEVELOPMENT

Agenda Subject: "Recommendation to approve a Business Impact Statement related to an Ordinance amending the Washoe County Code at Chapter 25 by adding definitions for breeding and a litter; establishing a threshold whereby breeding is considered a business; setting an annual license fee for cat or dog breeders; and, providing other matters properly relating thereto; and further, determine that the Ordinance neither imposes a direct and significant economic burden upon a business, nor directly restricts the formation, operation or expansion of a business--Community Development. (All Commission Districts.) To be heard before Agenda Item No. 39."

6:52 p.m. Chairman Humke opened the public hearing by calling on anyone wishing to speak for or against adoption of said Business Impact Statement. There was no response to the call for public comment and Chairman Humke closed the public hearing.

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

09-1077 AGENDA ITEM 39 – COMMUNITY DEVELOPMENT

Agenda Subject: "Second reading and adoption of an Ordinance amending the Washoe County Code at Chapter 25 by adding definitions for breeding and a litter; establishing a threshold whereby breeding is considered a business; setting an annual license fee for cat or dog breeders; and, providing other matters properly relating thereto (Bill No. 1601)--Community Development. (All Commission Districts.) To be heard after Agenda Item No. 38."

6:54 p.m. The Chairman opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance. There was no response to the call for public comment and Chairman Humke closed the public hearing.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Ordinance No. 1422, Bill No. 1601, entitled, “**AN ORDINANCE AMENDING THE WASHOE COUNTY CODE AT CHAPTER 25 BY ADDING DEFINITIONS FOR BREEDING AND A LITTER; ESTABLISHING A THRESHOLD WHEREBY BREEDING IS CONSIDERED A BUSINESS; SETTING AN ANNUAL LICENSE FEE FOR CAT OR DOG BREEDERS; AND, PROVIDING OTHER MATTERS PROPERLY RELATING THERETO,**” be approved, adopted and published in accordance with NRS 244.100.

09-1078 AGENDA ITEM 40 – TRUCKEE RIVER FLOOD MANAGEMENT PROJECT

Agenda Subject: “**Recommendation to approve Second Amendment to the Infrastructure Tax Expenditure Plan regarding the 1/8% Infrastructure Sales Tax enacted in December 1998 - Amendment expands the description of the projects and updates the costs and sources of financing of the U.S. Army Corps of Engineers Truckee River Flood Control Project [estimated local share of the cost is \$500 million]--Truckee River Flood Management Project. (All Commission Districts.)**”

Katy Simon, County Manager, noted the FPCC had not taken action on this item last Friday. She explained by the rules of the Flood Project Coordinating Committee (FPCC) and by agreement with the Board of County Commissioners, such matters must be acted upon by the FPCC before they come before this Board. She said the public hearing should be opened, any public testimony taken, and the public hearing continued until December 8, 2009.

6:56 p.m. Chairman Humke opened the public hearing. There was no response to the call for public comment. Chairman Humke ordered the public hearing remain open.

On motion by Commission Larkin, seconded by Commissioner Breternitz which motion duly carried, it was ordered that public hearing for Agenda Item 40 remain open and the public hearing be continued December 8, 2009.

09-1079 AGENDA ITEM 41 – SPECIAL ASSESSMENT DISTRICT NO. 32- PUBLIC WORKS

Agenda Subject: “**Special Assessment District No. 32 (Spanish Springs Valley Ranches Roads)--Public Works, Commission District 4.) Hearing to consider statements of property owners and other interested persons as to the propriety or advisability of acquiring or improving the Spanish Springs Valley Ranches Road project and to hear any other statements of support, concern or objection to the**

project or creation of a district to impose assessments on property to fund the project.”

6:59 p.m. Chairman Humke opened the public hearing and asked if anyone was speaking for a group.

Sean Brohawn, Attorney, said he represented several property owners that favored paving the roads but objected to the plan for financing the paving. He placed on file with the Clerk an objection letter dated October 13, 2009 regarding the Zone 1 Assessment that included supporting documents and charts. He conducted a PowerPoint presentation regarding his clients' objections to Special Assessment District (SAD) No. 32, which was placed on file with the Clerk.

Mark Wray, Board of Trustees Spanish Springs Valley Ranches Property Owners Association (SSVRPOA) Representative, said the issues before the Board were not the issues raised by Mr. Brohawn, but whether or not SAD 32 was in the public interest assuming more than 51 percent of the property owners did not object to SAD 32. He felt the public interest would be the same as it was in 2003 when this Board approved the SAD for the first time. He indicated from a legal standpoint, to stop paying dues to the Association and having paved roads were two obvious public benefits. He felt there was no doubt that the Board should vote for SAD 32 because it was in the public interest. He said the lawsuit in which Mr. Brohawn represented a small number of people was a terrible tragedy because now the costs were double or triple what they would have been in 2003. He said neither those costs nor the cost of paying Association fees for infinity were shown on Mr. Brohawn's charts.

Mr. Wray said he talked with Mr. Brohawn, who indicated he had personally contacted homeowners to solicit their votes against SAD 32, which he felt was an inherently coercive situation. He described the mailing that was sent anonymously to everyone in the Association and asserted that the mailing was not legal. He put a copy of the mailing and the representations made as part of the mailing into the record.

Mr. Wray said the issue the Supreme Court addressed was a very narrow one. They did not find in favor of Mr. Brohawn's arguments except for "...We find insufficient evidence in the record to support Washoe County's position that its method reflects an increase in market value to the parcels in Zone 1 as required by NRS 271.208." He said now there was an appraisal, which was the very finding allegedly missing last time around. He asked the Commission to vote in favor of SAD 32. He noted tonight was the forum of the people who wanted the roads paved and the objectors' forum would be in court.

Tom Bruce, SSVRPOA Board of Trustees President, stated the elected Board members ran on supporting paving the dirt roads maintained by the Association. SAD 25 paved about three miles of Calle De La Plata for which the Association had been responsible and those costs were shared by the Association and County equally. He said at that time both parties tacitly agreed they would undertake paving the remaining roads

later and that understanding was the genesis for SAD 32 over seven years ago. He stated in addition to the County's SAD 32 costs, each parcel owner had paid unrecoverable annual assessments exceeding \$5,000 every year since 2003 and they still had dirt roads. He discussed the Association's 2010 assessment. He understood the majority of the SAD 32 objections claimed financial hardship and those claims constituted cause for real concern, but paving was the right thing to do.

Mr. Bruce said everyone kept saying the assessment would be \$26,424.42, but he believed the odds were overwhelming it would be a lot less. He discussed his SAD 32 Cost/Payment Comparison spreadsheet, which was placed on file with the Clerk. He noted there could be some hardships because it was more than people were currently paying, but the Association would be dissolved when SAD 32 was implemented. He stated if SAD 32 was voted for tonight and there was no legal challenge, he would recommend the Board take steps to waive the 2010 assessment.

Matthew Chutter said he opposed SAD 32 because it benefited the POA properties, but taxed other properties predatorily. He placed a copy of his remarks on file with the Clerk.

Levitte Cluf said her dirt road had quite an incline and her property was not part of the POA. She stated there was a committee that fixed their roads on her side, which she did not realize until she bought the house. She said her road was bad, but it was not included in SAD 32. She stated the grade her family had to go down on Alamosa Road was also not included for which her son was grateful because he did not think he could make it down that hill on icy days. She felt SAD 32 would be a burden on her family's property, especially since they were not part of the Association. She advised they were already having a hard time holding onto their property and coming up with the money would be rough.

Lou Istrice stated he built his house 22 years ago and understood the roads would be dirt. He said the SAD 32 assessment would be burden. He stated there would be some benefits, but when would those benefits occur. He said he returned his card and voted "no." He stated he paid taxes but received no County services. He felt the "no" votes and the "yes" votes should be counted instead of considering a lack of response to be a "yes" vote, which he did not feel was fair.

There was some applause in the audience. Chairman Humke said there would be no displays of emotion including clapping. He said if it happened again, the Board would take a recess.

7:30 p.m. Chairman Humke declared a recess in response to someone in the audience making a comment.

7:38 p.m. The Board reconvened with all members present.

Will Brown noted SAD 32 was delayed by a small minority of residents and the roads would have been 50 percent paid for by now without that delay. Calle De La Plata was paid for 11 years ago and the County took over its operation. He said any repairs to Calle De La Plata that were part of this package should be paid for with stimulus money because it would be unfair to ask the residents who paid for it then to pay for it again. He felt SAD 32 would make a positive change in the community, and he would like to see it done. He said after a short snowfall in 2003, he went to Quintero Lane and all of the cars coming out of Quintero Lane and the other streets were people who said they had other access, but they all turned south onto Alamosa Road and then took Capistrano to go to Calle De La Plata. He said he would like to see SAD 32 done.

Adrian Dyette, SSVRPOA Secretary, said he was elected on a platform to get the roads paved. He discussed the opposition mailing. He noted two thirds of the people wanted paved roads. He asked the Board to stand with the will of the people.

Cliff Bilyeu discussed why he felt Nevada Administrative Code (NAC) 116.3103 would not allow the creation of SAD 32.

Theresa Theiss said Calle De La Plata was paved when she bought her property. She understood people wanted their roads paved, but she did not understand why she had to pay \$26,424 that she could not afford.

Gary Minor explained why dirt roads were more dangerous than paved roads. He noted most of the people opposed to SAD 32 already lived on Calle De La Plata, which was paved.

Connie Minor asked the Board to take note of how many people had wanted this for so long. She felt it was a shame a few people had cost everyone thousands of dollars when the paving could have already been done when the majority wanted it done. She said over 70 percent of the property owners wanted it done even now.

Dave Cooley advised he had two miles of dirt roads he drove on every day. He said his association dues were \$922 a year and the worst case scenario was it would cost \$33 more a month to have paved roads. He felt it was well worth it.

Mitch Bailey stated he was annoyed everyone was blaming the small number of people in opposition to SAD 32 for doing nothing more than exercising their legal rights to oppose something. He felt the reason the roads were not paved was not because of the opposition, but because things were not right. He said since it was not right in the first place, it should have gone away because now everyone was being asked to pay twice as much as before. He said the other thing still not right was the County paid for paving part of Calle De La Plata and now they are saying they could not afford to pave the roads. He asked what made the County think he could afford it. He discussed the hatred this issue was causing in the area.

Jerry Casale said he would be a statistic in 38 years along with quite a few others, but SAD 32 would better the community. He asked the Board to vote “yes” on SAD 32.

Bruce Taylor said he was a trustee of the Presbytery of Nevada that owned four parcels. He discussed the preliminary assessment and the maximum benefit. He said the properties were already on a paved street, and he was not sure how SAD 32 would benefit the four parcels.

Jim Anderson said he owned two properties, and he could not afford what could potentially be \$400 a month for the next 20 years. He felt the County should pay for paving the roads because for 32 years he had received little or no benefit from his tax dollars. He urged to Board to vote “no” on this issue.

Robert Marshall said his road was not being paved by this assessment so he was getting zero benefit from it. He said the assessment was needed because the roads should be paved, but the County had to get the assessment right and not use a broad brush to treat everybody the same. He said if the County wanted to get him on board, pave his road or cut his parcel out. He stated it was unconstitutional to assess property disproportional to the benefit.

Wes Waltenspiel wondered if the people who said they would not benefit would fly in to their properties by helicopter. He said they would have the benefit of the paved roads from the freeway to where the dirt started. He requested this be done.

Laurie Bruce discussed her need for medical treatment due to injuries sustained in a fall off her horse, then having the Emergency Medical Technicians (EMT’s) refuse to transport her over the dirt roads because of not being sure about the extent of her injuries. She said it cost her \$5,000 to be transported to the hospital by helicopter instead of \$500 to be transported by ambulance. She requested the Board approve SAD 32.

Bob Mansfield said SAD 25 was done on the premise that the rest of the roads would be paved after the first three miles were done. He stated the next 12 miles were in question by people who already lived on paved roads, which had created a big divide between neighbors. He asked the Board to vote “yes” and to help with the overlay on Calle De La Plata. He said not assessing the POA fee in December would also help.

Roger White said the time to pave the roads was now while costs were down. He stated paved roads were safer to drive on than dirt roads. He felt improving the upper roads would also help complete the Spanish Springs water retention project by improving drainage. He said he had a 40-acre parcel with tons of decomposed granite that he would gladly donate. He felt it was unlikely any other government entities would help pay for the paving and the homeowners needed to step up and do it sooner than later.

Dennis Burke was concerned for the safety of the young kids driving the dirt roads. He asked the Board to approve SAD 32.

Wayne Terhune stated he was concerned the price was not fixed. He felt the final costs needed to be determined so a more rational discussion could be held. He said the economy was bad and people should not have to worry about increased monthly payments when they were losing their jobs. He stated paved roads were nice, but this was not the right time or the right proposal.

Howard Lambert said he estimated Washoe County collected more than \$1 million in property taxes per year from the 506 property owners involved in SAD 32. He said for those who lived on dirt roads, their property taxes were not being spent on maintaining the roads used most, which was not fair. He stated those lucky enough to live on a paved road were paying more than \$900 per year in Association dues and probably more in the future for maintaining roads they seldom used, which also was not fair. He said paving the remaining roads would resolve these two inequities. He stated besides having commercial development in Spanish Springs, good community planning required the infrastructure of the surrounding residential areas be in place. He said the roads should be paved.

Ed Alexander said everyone stepped up to the plate to have Calle De La Plata paved and it amazed him that those who lived off Calle De La Plata did not want to step up to the plate to have the rest of the roads paved. He felt there were a lot of fearful people out there based on the exorbitant cost proposed by the County. He felt there would be a 35 percent reduction of the paving costs, which would drive the assessments down. He urged the Board to vote "yes."

Fonda Crandall said the roads were unsafe and paving would help to make them safer. She took exception regarding the 153 cards that were delivered to the County. She felt the votes should have been done directly and not through someone else. She requested the roads be paved because rain runoff in the spring caused damage to the roads that were not paved.

Jim Neill said his property was outside the POA. He opposed SAD 32 because he did not feel he would gain any benefit from it. He hoped there would be enough money set aside to maintain the roads properly if the roads were paved.

Julie Neill said she chose her property because it was not in any situation where dues would be collected. She stated the property would not benefit from SAD 32 and they did not travel the road because it was out of their way and they used Alamosa Road. She said she opposed SAD 32.

Lois Kolbet stated she had two parcels in the Association and three outside of it. She said her dues were \$100 month. She discussed the factors that could make the assessment go lower, and how she felt the dues would go up \$33 per month or less. She said there were people not in the Association that were currently paying dues, which

meant their road was past the Association's roads. She stated she was one of those people, so even if there would not be pavement to her parcel she would be driving on more pavement than many other people in the Association. She calculated to pave all of the roads would add 13 miles of paving and would cost twice as much. She said the people already on pavement were already paying dues and it would not cost much more than the current dues. She noted 260 parcels helped pay for their paving. She asked the Board to vote "yes" because she felt paving would provide benefits to everybody. Ms. Kolbet placed her analysis of the dues on file with the Clerk.

Mitch Ziegler stated he was offended by the recess and by the "yes" signs people were displaying in the audience. He said he was sick of the few malcontents who did not want the roads paved, even as he noted 165 parcel owners voted not to pave the roads. He asked if the Board wanted to pretend 165 parcel owners voting "no" did not count or that "no" votes should not be counted because they went to a Post Office Box even though they were sequestered and brought to County staff where they were counted and accepted. He felt this was illegal and what the Board was trying to do was unconstitutional because NRS 271 stated there had to be benefit and there was no benefit by dues removal. He said this would end up costing money for the lawsuit, which was sure to come.

Dan Fuhrman stated the roads were not paved when people bought their property, and he did not understand why it was such a big deal now. He felt most people in this economy could not afford this. He said people should have bought in the city if they wanted paved roads.

Terry Bortot read the first four paragraphs from her letter dated October 6, 2009, which was part of Exhibit A-2 attached to the staff report dated October 13, 2009. She noted from what she heard there did appear to be sufficient arguments to support more litigation.

Amy Harvey, County Clerk noted she had a Request to Speak card from Cindy White in favor of SAD 32.

Dave Galleron said even though this would be a hardship, he wanted to see the roads paved and the POA dissolved.

William Van Dyke stated he voted "no" on SAD 32 because he felt the County should pay for part of the project. He said he was uncomfortable with the notion of someone not saying anything and being shunted into being a "yes" vote. He said if the votes were counted of people who actually expressed an option based on calculations from the handout given out tonight, the vote would be 157 "yes" and 148 "no" or 51.5 percent "yes" and 48.5 percent "no." He said those that did not bother to vote did not count, which was normally how it was done in elections.

Roger Clough stated the nearest paved road would be a mile away from his property. He would not receive any benefit regarding the dues because he did not pay

dues. He discussed paying \$500 a year to keep the roads up and, if half the people who paid \$500 were assessed, they would not be able to contribute that additional \$500. He felt this was unfair. He stated he would not go out of his way to use paved roads and most of the roads being paved were dead ends.

Jim Monahan said once Calle De La Plata was paved, he no longer received any benefit to paying Association dues or from SAD 32. He felt paying for paving the roads needed to be proportional, but what was being proposed was not right.

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

Commissioner Larkin requested an official summary of the protests and support received. Dan St. John, Public Works Director, provided the summary of the protests and support for SAD 32 that were received since the period of public input started last month. The summary was contained in the staff report dated October 13, 2009. He said per NRS 271, the 70.2 percent approval included those property owners who did not respond. He stated the 393± comments were broken down into 26 categories, as shown on page 2 of the staff report. He noted the top three categories made up almost 70 percent of all of the comments and the response to the protests started on page 3.

Commissioner Larkin said there were comments made about Alamosa Road and generic comments about some parcels being outside the POA. He asked for an explanation on how those properties were included in SAD 32. Walt West, Licensed Engineer, said it went back to the scope of the project when the County was approached to pave the 12.3 miles of roads, which included a section of Alamosa Road as shown in Exhibit C of the staff report. He explained the hired appraiser looked at the properties to see if there was a benefit to them and they were included in SAD 32 because there would be.

Commissioner Larkin stated there was a hardship provision in State law. Mr. St. John replied that was correct. Commissioner Larkin asked if there was adequate noticing about what people had to do to file a hardship application. Mr. St. John replied there was in accordance to the procedures outlined in statute. He noted only one hardship application was received and that application was reviewed by Social Services in accordance with the process in place. Commissioner Larkin said out of 506 parcels there was only one hardship application. Mr. St. John replied that was correct. Mr. West advised several property owners called about the hardship application, but only one applied. Commissioner Larkin asked if hardship applications could be filed after tonight because there was testimony that there were quite a few people with hardships. Mr. West replied none could be filed after tonight.

Paul Lipparelli, Deputy District Attorney, stated section 3 of the Resolution was where the Board could make findings as to any hardship cases. He advised a motion by the Board could include APN 076-300-18, which fit into the hardship category. He said that meant the property would not pay any principal but only

interest and that would remain in place until the property sold or the reason for the hardship no longer existed.

Mr. Lipparelli explained the Board could not go forward with SAD 32 by State law if more than 50 percent of the property owners objected, which was the reason for wanting to know the number of objectors. He noted the evidence indicated less than 50 percent of the property owners were opposed to SAD 32. He said it was proper for the Board to consider people not wanting paved roads or that people felt paving the roads would cost too much.

Kendra Follet, Swendseid & Stern, advised the Board had to make a determination regarding any hardship applications sometime before confirming the Assessment Roll, which the Board was doing today. She confirmed there would be no other opportunity to consider hardship applications.

Chairman Humke asked Mr. West what assessment methodology was looked at for Zone 1. Mr. West stated it was looked at by grouping parcels in the POA that paid annual dues and it was determined that eliminating 30 years of dues would result in a present worth value of \$28,000. He explained the parcels in Zone 1 received that benefit, but there was a grouping in the north section that paid 90 percent of that so their benefit was 90 percent of the \$28,000. He advised the \$28,000 was a calculation of the dues starting in 2009, which was escalated at 3.5 percent inflation and discounted at a 5 percent discount rate to arrive at a \$28,000 present worth value. He noted the key component of the appraisal study was the appraiser determined there was a market value increase of \$28,000 due to losing the obligation to pay the Association dues.

Chairman Humke asked Mr. West if Mr. Brohawn's presentation made sense. Mr. West stated it appeared Mr. Brohawn used a different inflation factor of 2 percent, which would change the assumptions the County had. He stated he was not sure the basis behind the 2 percent, but the County's inflation rate was based on an historical model. Chairman Humke said if he understood Mr. Brohawn's argument, he was suggesting that each property should have an assessment by an appraiser. Mr. West stated only those properties outside the Association were looked at by the appraiser to assess benefits. He said each individual property within Zone 1 was not looked at. Chairman Humke asked Mr. West about the reason for using that methodology for the different zones. Mr. West explained the reason was that it provided a uniform benefit across the Association.

Mr. Lipparelli stated because it was promised a lawsuit would follow, he felt it might be worth commenting on some of the legal notes made earlier. He advised the creation of SAD had already been before the Supreme Court. The Supreme Court determined that there was nothing in the record of the Board's earlier meetings where someone had said that there would be special benefits and that the market value increase of the tracts of land within the SAD would be directly attributable to the project. He stated the appraiser who did the work the first time revised the appraisal, which the Board had in their September 9, 2009 meeting packet. On page 7 of the updated appraisal, the

following statement was made, “Based upon a review of available data, it is this appraiser’s opinion that the subject properties located in the proposed SAD will enjoy a market value increase as a result of eliminating dues. It will range from \$27,953 to \$34,893, which will be rounded to \$28,000 to \$35,000.”

Mr. Lipparelli stated the basis for the benefit was the elimination of the obligation to pay dues and what all property owners in Zone 1 had in common was they all paid the same dues. He said when the dues were eliminated, the benefit was not only proportional, but was directly proportional to the elimination of the dues and the benefit. He advised it was exactly a one-for-one relationship. He said if someone had a large parcel that was worth a lot and a neighbor had a small parcel that was worth less, they both paid the same dues. When the dues obligation was eliminated, the special benefit would be exactly the same. He stated that was not a scheme the County or the property owners invented, but was the scheme established by the developer of the project with dues being assessed on a per parcel basis. He said if the basis for the SAD was that once the roads were paved and they were dedicated to the County, the obligation for maintenance would go away and the Association that collected money to pay for maintenance went away, then the benefit analysis should be done on the same basis on which the obligation was created. He stated that argument was made to the Supreme Court and the Supreme Court found nothing improper in using that approach.

Mr. Lipparelli commented that Zones 2-5, which were outside of the dues paying area of the Association, were evaluated by the appraiser. The appraiser looked at how the market value increase for those parcels would result from the paving project and that analysis was in the initial appraisal included in the Board’s September 8, 2009 meeting packet.

Chairman Humke noted the voting method was established in NRS, but was that the only method that could be used. Mr. Lipparelli stated NRS 271.305 contained no provisions for proxies or alternates. He explained it was not really a vote in the traditional sense of casting a ballot. He noted what the language said was, “If the majority of the property owners to be assessed by a project proposed by the governing body object in writing within the time stated, the project must not be acquired or approved unless the municipality pays one half or more of the total project costs.” He said NRS did not contemplate ballots had to be created or a process had to be established. He advised the Provisional Order Resolution that was adopted on September 8, 2009 by the Board set forth what property owners should do if they wanted to protest and advised when, where, and how to do it.

Commissioner Larkin stated SAD 32 had a long and sordid history. He said there were a variety of individuals with a variety of interests. He said the rules stated 51 percent of the property owners had to oppose the SAD 32 project. He felt it would be difficult for the Commissioners to say no to the supporters of the project that wanted the roads paved. He believed the rules were clearly articulated, and he would support the will of the people.

Commissioner Larkin explained the hardship case involved an individual suffering from an extreme case of cancer, and he felt it was in the best interest of this Board to grant that hardship. He was disappointed others had not applied for a hardship because he heard considerable discussion at the September 8, 2009 meeting that there were hardships. He said quite frankly he expected at least a half a dozen applications.

Commissioner Larkin said for the opponents of the SAD, he stated he would work diligently with this Commission to convince them to allocate some of the stimulus bonding capacity. He said he could not promise it would happen, but he would work for it.

Mr. Lipparelli said some notes were made on people's comments and staff was prepared to try and address some of those comments if the Board wanted to hear the responses. He pointed out staff had already responded to the written comments, which were part of the Board's packet. He noted NRS did not contemplate a response to every single question made at the podium. He said if anything triggered a question, staff would address those individually. Chairman Humke said it sounded as if Mr. Lipparelli wanted to make a record for what might come after this action. Mr. Lipparelli felt the Board would benefit from having the most complete record possible. Chairman Humke said he saw no objection to doing that from the Board members.

Mr. West stated there were comments against the overlay on Calle De La Plata. He explained the overlay was a component of the project because there was a significant amount of truck traffic on that road. He advised three inches of asphalt was not able to withstand that type of loading. He said County Code stated if a project was going to use a County road for a construction haul route, the additional traffic would have to be mitigated.

Mr. West said there were many questions regarding parcels on existing paving because it was not believed there would be a benefit. Zone 1 would get the benefit of the elimination of the Association dues. He said there was also discussion about wanting to have the final cost nailed down, but the process did not allow that. He explained the SAD had to be established first. He said this Resolution would authorize the County to complete the final plans to get final cost estimates and bids.

Mr. West said it was stated the assessments were not proportional, but that was not the case. He advised all assessments were directly proportional to the benefits received. He stated there was a comment the appraisal was not available, but it was available on the County web site and it was part of the staff report for the September 8, 2009 meeting. He said regarding the comment that pavement was bladed off, he was not aware of where that had been done.

Ms. Follet stated there was a comment that Association Board members could not benefit from a SAD, but NRS 271 states, "Assessments had to be based on the benefits received by each parcel," which was exactly what was happening.

Chairman Humke disclosed he consulted with Mr. Brohawn since the last hearing and read a lot of e-mails. He commented there was an action at an earlier Commission meeting about how to spend the stimulus funding. He wanted to make it clear that it was not a “no” vote in relation to SAD 32, but a vote to put off the decision until staff could look at all possible projects and shape the proposal to spend some of the stimulus funding. He acknowledged that was a possibility for this project.

Commissioner Breternitz disclosed he also met with Mr. Brohawn and received numerous e-mails, a couple letters, and a couple phone calls in support and in opposition of SAD 32.

Commissioner Weber disclosed she believed she spoke with a few of the area’s residents and received e-mails in favor of and against SAD 32. She commented she saw neighbors who were divided who need to work together and support each other, especially in this economy. She felt it was important that everyone came out to provide the Board with their opinions about the SAD, and she thanked them for coming out to speak.

**09-1080 AGENDA ITEM 42 – SPECIAL ASSESSMENT DISTRICT NO. 32-
PUBLIC WORKS – RESOLUTION – PUBLIC WORKS**

Agenda Subject: “Recommendation to approve and authorize Chairman to execute a Resolution considering the protests made and hardship applications presented at the hearing on the Provisional Order for Washoe County, Nevada, Special Assessment District No. 32 (Spanish Springs Valley Ranches Roads); directing that the engineer prepare and file a revised and detailed estimate of cost, full and detailed final plans and specifications, and a revised map and assessment plat; making a finding and determination that a parcel owned by Washoe County being Assessor’s Parcel Number 077-230-08 is specially benefitted; and providing the effective date hereof.”

Public comment was taken during the public hearing, which was Agenda Item 41.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that the Resolution for Special Assessment District 32 be approved, all protests be disposed of, the hardship application be granted for APN 077-230-08, and the Chairman be authorized to execute the Resolution for Agenda Item 42. The Resolution for same is attached hereto and made a part of the minutes thereof.

09-1081 AGENDA ITEM 43 – REPORTS/UPDATES

Agenda Subject: “Reports/updates from County Commission members concerning various boards/commissions they may be a member of or liaison to (these may include, but not be limited to, Regional Transportation Commission, Reno-Sparks Convention & Visitors Authority, Debt Management Commission, District Board of

Health, Truckee Meadows Water Authority, Organizational Effectiveness Committee, Investment Management Committee, Citizen Advisory Boards).”

Chairman Humke discussed attending the October 9, 2009 Truckee Meadows Tomorrow bi-annual Accentuate the Positive Award luncheon and the Silver Star awards that were presented. He congratulated all 33 Silver Star recipients.

09-1082 AGENDA ITEM 44

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

There was no closed session.

COMMUNICATIONS

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

COMMUNICATIONS:

Resolutions signed after a finding of conformance with the Truckee Meadows Regional Plan:

- 09-1083** Resolution Adopting the Amended Forest Area Plan (CP05-002), a Part of the Washoe County Comprehensive Plan. (BCC Meeting 01/24/2006, Agenda Item 16B, 06-134.)
- 09-1084** Resolution Adopting the Amended Southeast Truckee Meadows Area Plan (CP06-006), a Part of the Washoe County Comprehensive Plan. (BCC Meeting 02/13/2007, Agenda Item 26, 07-189.)
- 09-1085** Resolution Adopting the Amended Southeast Truckee Meadows Area Plan (CP06-019), a Part of the Washoe County Comprehensive Plan. (BCC Meeting 03/27/2007, Agenda Item 22, 07-376.)
- 09-1086** Resolution Adopting the Amended South Valleys Area Plan (CP05-004), a Part of the Washoe County Comprehensive Plan. (BCC Meeting 08/27/2007, Agenda Item 22, 07-999; and BCC Meeting 10/23/2007, Agenda Item 16, 07-1249.)
- 09-1087** Resolution Adopting the Amended North Valleys Area Plan (CP07-005), a Part of the Washoe County Comprehensive Plan. (BCC Meeting 03/11/2008, Agenda Item 18, 08-220.)

- 09-1088** Resolution Adopting the Amended Southwest Truckee Meadows Area Plan (CP07-006), a Part of the Washoe County Comprehensive Plan. (BCC Meeting 04/08/2008, Agenda Item 13, 08-309.)
- 09-1089** Resolution Adopting the Amended Spanish Springs Area Plan (CP08-002), a Part of the Washoe County Comprehensive Plan. (BCC Meeting 05/13/2008, Agenda Item 31, 08-463.)
- 09-1090** Resolution Adopting the Amended South Valleys Area Plan (CP08-001), a Part of the Washoe County Comprehensive Plan. (BCC Meeting 6/10/2008, Agenda Item 27, 08-611; and BCC Meeting 8/26/2008, Agenda Item 5B, 08-935.)
- 09-1091** Resolution Adopting the Amended Spanish Springs Area Plan (CP08-004), a Part of the Washoe County Comprehensive Plan. (BCC Meeting 7/22/2008, Agenda Item 36, 08-840.)
- 09-1092** Resolution Adopting the Amended Housing Element (CP08-003), a Part of the Washoe County Comprehensive Plan. (BCC Meeting 7/22/2008, Agenda Item 37, 08-841.)
- 09-1093** Resolution Adopting the Updated Verdi Area Plan (CP06-007), a Part of the Washoe County Comprehensive Plan. (BCC Meeting 8/26/2008, Agenda Item 23, 08-963.)
- 09-1094** Resolution Adopting the Amended Spanish Springs Area Plan (CP07-001), a Part of the Washoe County Comprehensive Plan. (BCC Meeting 8/26/2008, Agenda Item 24, 08-964.)
- 09-1095** Resolution Adopting the Updated Population Element (CP06-018), a Part of the Washoe County Comprehensive Plan. (BCC Meeting 11/10/2008, Agenda Item 18, 08-1204.)
- 09-1096** Resolution Adopting the Amended South Valleys Area Plan (CP08-005), a Part of the Washoe County Comprehensive Plan. (BCC Meeting 12/9/2008, Agenda Item 24, 08-1285.)
- 09-1097** Ruby Pipeline LLC, Stakeholder Newsletter for the Third Quarter of 2009.
- 09-1098** Regulations of the Washoe County District Board of Health Governing Food Establishments. (Filed with the County Clerk on September 10, 2009.)

REPORTS – MONTHLY

09-1099 Clerk of the Court, Report of Fee Collections for the month ending August 31, 2009.

REPORTS – QUARTERLY

09-1100 Gerlach General Improvement District, 4th Quarter Economic Report for fiscal year 2008/09.

REPORTS – ANNUAL

09-1101 Washoe County School District, Amended Final Budget for the fiscal year ending June 20, 2010.

* * * * *

9:15 p.m. There being no further business to come before the Board, on motion by Commissioner Breternitz, seconded by Commissioner Jung, Chairman Humke ordered that the meeting be adjourned.

DAVID E. HUMKE, Chairman
Washoe County Commission

ATTEST:

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

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

Clark

PROCLAMATION

WHEREAS, Unused and expired consumer pharmaceuticals have a negative impact on public health, safety, and water quality; and

WHEREAS, Exposure, even to low levels of drugs, has been shown to have negative effects on fish and other aquatic species; and

WHEREAS, The effects of trace concentrations of drugs in the environment on human health are unknown; and

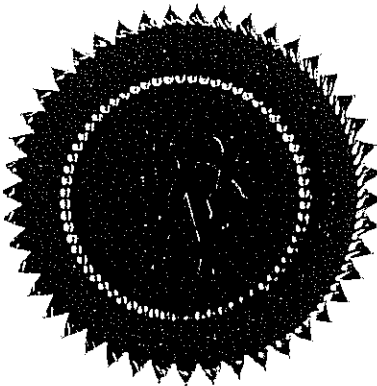
WHEREAS, A pathway for prescription and nonprescription drugs to enter the environment is disposal of unwanted and unused drugs down drains that lead to community sewer systems, which convey untreated wastewater to municipal wastewater treatment facilities; and

WHEREAS, Municipal wastewater treatment facilities remove some, but may not remove all, of the drugs that enter the community sewer systems; and

WHEREAS, Social use, misuse and abuse of pharmaceuticals has increased; now, therefore, be it

PROCLAIMED, By the Board of Commissioners of Washoe County, Nevada, that October 17, 2009, is designated as PRESCRIPTION DRUG ROUND UP DAY in Washoe County, and urge all citizens to recognize the need for proper adherence to medication and appropriate drug disposal throughout Washoe County.

ADOPTED this 13th day of October, 2009.



David E. Humke

David E. Humke, Chairman

09-1023

**AGREEMENT
FOR THE PROVISION OF PARATRANSIT SERVICES
FOR SENIOR CITIZENS AND PEOPLE WITH DISABILITIES**

**WASHOE COUNTY SENIOR SERVICES
GERLACH AND INCLINE VILLAGE TRANSPORTATION PROGRAMS**

THIS AGREEMENT is made and entered into this 13 day of Oct. 2009, between the Regional Transportation Commission of Washoe County (hereinafter "RTC") and Washoe County by and through its duly constituted Board of County Commissioners (hereinafter "COUNTY").

WITNESSETH:

WHEREAS, RTC is authorized, pursuant to NRS 377A.080, to appropriate public transportation tax funds to support transportation services for elderly and handicapped people in Washoe County;

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

WHEREAS, on May 12, 1988, RTC adopted regulations governing public transportation tax fund appropriations for paratransit services;

WHEREAS, RTC has determined that it requires the services of a public agency to provide transportation for elderly and handicapped persons in the Gerlach and Incline Village areas of Washoe County; and

WHEREAS, COUNTY has represented that it has the necessary expertise and personnel and is qualified to perform such services.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable considerations, it is hereby agreed by the Parties hereto as follows:

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SECTION 1 - TERM

Unless otherwise extended by written amendment, this Agreement shall take effect on July 1, 2009 and shall terminate at midnight on June 30, 2014. Transportation services provided under this Agreement shall commence on July 1, 2009. The Parties may negotiate an extension of this Agreement at any time, but any proposed extension will only be valid upon written authorization and signature by the authorized representatives of both parties.

SECTION 2 - SCOPE OF SERVICES

COUNTY shall perform all work necessary to complete in a manner satisfactory to RTC the services set forth in the Request for Proposal, attached hereto as "Exhibit A" and incorporated herein by reference, and the "Application for Funding of Paratransit Programs FY 2010-2015 Non-Urbanized Paratransit Program Funding for the Gerlach Senior Transportation Program and FY 2010-2015 Non-Urbanized Paratransit Program Funding for the Incline Village Senior Transportation Program" both dated May 7, 2009, attached hereto as "Exhibit B" and incorporated herein by reference. The RFP and any and all addenda are also incorporated herein by reference. In the event of any conflicting terms or conditions within this Agreement, the following order of precedence shall be used to resolve the conflict: Change orders or amendments to the Agreement; the Agreement; the Proposal, any addenda to the RFP in inverse chronological order; the RFP.

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COUNTY shall comply with all applicable transportation provisions of the Americans with Disabilities Act (ADA).

SECTION 3 - COMPLIANCE WITH LAWS/PERMITS AND LICENSES

COUNTY will give all notices and comply with all federal, state, county and local laws, ordinances, rules, regulations, standards, and order of any public authority bearing on the performance of the contract including, but not limited to, the laws referred to in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any

necessary changes shall be adjusted by appropriate modification. Omission of any applicable laws, ordinances, rules, regulations, standards, or orders by RTC in the contract documents shall be construed as an oversight and shall not relieve COUNTY from its obligation to meet such fully and completely. Upon request, COUNTY shall furnish to RTC certificates of compliance with all such laws, orders and regulations. COUNTY shall be responsible for obtaining all necessary permits and licenses required for performance under the Agreement. Applicable provisions of all federal, state, county and local laws, and of all ordinances, rules and regulations shall govern any and all claims and disputes between the Parties and lack of knowledge by COUNTY of said provisions shall not constitute a cognizable defense against the legal effect thereof.

SECTION 4 - INDEPENDENT CONTRACTOR

COUNTY's relationship to RTC in the performance of this Agreement is that of an independent contractor. COUNTY shall be free to contract to provide similar services for others while it is under contract to RTC. RTC reserves the right to contract with one or more other persons or entities for similar services. COUNTY must demonstrate its ability to meet RTC service expectations required under this Agreement, before entering into any other similar senior transportation agreement or instituting senior transportation services directly.

The personnel performing services under this Agreement shall, at all times, be under COUNTY's exclusive direction and control and shall be employees of either the COUNTY or its subcontractors. Any use of subcontractors shall be pursuant to written agreement by and between COUNTY and the subcontractor which shall incorporate the COUNTY's obligations hereunder. At no time shall any employees of the COUNTY or any of its subcontractors be deemed employees of the RTC by virtue of this Agreement. COUNTY or its subcontractors shall pay all wages, salaries, and other amounts due its employees, or contracted sums to subcontractors as applicable in connection with the performance of this Agreement and it or they shall be responsible for all reports and obligations respecting them such as social security, income tax withholding, unemployment compensation, and similar matters as may be applicable. Neither the employees of the COUNTY or any authorized

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subcontractor are entitled to participate in any retirement, deferred compensation, health insurance plans or other benefits RTC provides to its employees.

RTC reserves the right to request, at any time during the term of this Agreement, that the COUNTY replace any of its personnel or employees of any subcontractor that are assigned to this project for demonstrated poor performance or lack of confidence on the part of RTC. COUNTY agrees to ensure that it has the right to comply with the RTC request within thirty (30) days after receipt of written notice from RTC that it do so.

SECTION 5 - RTC FURNISHED EQUIPMENT

Any equipment or software furnished by RTC shall remain the property of RTC. COUNTY shall be responsible for keeping such equipment and software in good condition. COUNTY shall be liable for any damage or theft involving such software, equipment or components thereof, including but not limited to, damage caused by collision, fire, negligence, abuse, or vandalism, but in no event shall such liability exceed the actual cash value of such items.

Upon the termination of this Agreement, COUNTY agrees to immediately return all RTC-owned equipment and/or software in as in as good condition as received, normal wear and tear excepted, and with all required maintenance performed as of the termination date. COUNTY agrees to cooperate fully with any contractor engaged by RTC to continue the provision of transportation services to seniors after termination of this Agreement.

Equipment and supplies purchased by COUNTY as a direct-charge item reimbursed by RTC shall become the property of RTC upon the RTC's payment of the invoice for said equipment and supplies.

SECTION 6 - FISCAL RESPONSIBILITY, RECORDS, CONTROLS, REPORTS

COUNTY shall maintain books, records, documents, and other evidence of accounting procedures and practices which sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to review, inspection, copying, and audit by persons duly authorized by RTC.

SECTION 7 - COMPENSATION

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RTC agrees to pay COUNTY for operating costs incurred in performance of the services required by this Agreement within Washoe County as follows:

1. Maximum Obligation - The maximum compensation to COUNTY for all services provided for the programs listed below shall be:
 - (a) Gerlach Senior Transportation: Amounts not to exceed \$8,000 per year, and a not to exceed total amount of \$40,000 for five years.
 - (b) Incline Village Senior Transportation: Amounts not to exceed \$12,000 per year, and a not to exceed total amount of \$60,000 for five years.

RTC funds may only be used for transportation within Washoe County. The maximum compensation shall increase only if additional services are requested by RTC and agreed to in writing by both parties.

2. Compensation for Additional Services. If the RTC makes a written request for additional services at any time during the project, charges for said services shall be in accordance with the rates set forth in the "Application for Funding of Paratransit Programs" attached hereto as "Exhibit B" and incorporated herein by reference.
3. Method and Time of Payment. Payment shall be made in the following manner:
 - (a) COUNTY or its authorized subcontractor shall submit monthly reports and invoices to RTC.
 - (b) RTC shall reimburse COUNTY based on the satisfactory progress of services identified in "Exhibit A" within thirty (30) calendar days after the date of the RTC's receipt and approval of fully documented invoices. In the event RTC disputes any charges, payment may be delayed on the amount in dispute. RTC shall notify COUNTY in writing the reason for and the amount of any dispute. The undisputed balance of the invoice shall be paid in accordance with this section.
 - (c) COUNTY and/or its subcontractor shall maintain complete records supporting every request for payment. RTC shall have the right to inspect and copy said records.

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- (d) In the event RTC fails to make required payments as provided herein, COUNTY shall be entitled to interest on the balance due. Interest shall be calculated at a rate equal to the prime rate at the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions on January 1 and July 1 of each year, plus two percent (2%), from the time the money becomes due.

SECTION 8 - COMPENSATION AFTER TERMINATION

If this Agreement is terminated pursuant to the terms set forth in Section 9 before completion of any month, COUNTY shall be paid for services provided after the period covered by the last invoice through the date of receipt of written notice of termination or until the date of termination, whichever is later.

SECTION 9 - TERMINATION

1. In the event that either party defaults in the performance of its obligations after written notice or if Sales Tax receipts do not continue at an aggregate level sufficient to allow for the provision of the indicated level of service or, if the RTC Board of Commissioners determines that the provision of the subject services are, in its sole discretion, not in the best interest of the general public given its other obligations, this Agreement may be terminated upon seven (7) days notice given pursuant to Section 24 of this Agreement.
2. Either party may terminate this Agreement, without cause, upon 45 days written notice delivered as provided in Section 24.
3. Termination shall be without prejudice to any obligations or liabilities of either party accrued prior to the effective date of termination. COUNTY shall be paid fees and costs payable pursuant to this Agreement on work performed up to the time of termination. COUNTY or its authorized subcontractor must promptly submit its termination claim to the RTC. If the COUNTY has any property in its possession or in the possession of its subcontractor that belongs to the RTC, the COUNTY will account for same and dispose of it

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in the manner the RTC representative directs.

SECTION 10 - DISPUTES AND ALTERNATIVE DISPUTE RESOLUTION

A. Contracting Officer. Any disputes arising in the performance of this Agreement, or with respect to its rights and obligations, which cannot be resolved informally by the Parties or between COUNTY and its subcontractor must then be submitted in writing to the RTC's Supply and Procurement Officer (hereinafter "Contracting Officer"), Eliza Rizzo, at the address reflected in Section 24 of this Agreement. The complainant must submit in writing its statement of its complaint to the Contracting Officer. The responding party must submit a response to the complaint within fifteen (15) calendar days or such longer time as may be permitted by the Contracting Officer. The Contracting Officer may request additional information from the complainant or from the respondent which must be submitted to the Contracting Officer not less than ten (10) days after the date of the request for the additional information or such longer period of time as is permitted by the Contracting Officer. So far as practicable, the dispute will be decided by the Contracting Officer based on the written appeal, the information and the written response submitted. If either party is not satisfied with the decision of the Contracting Officer, then the unsatisfied party or parties may, within 30 days of receipt of the Contracting Officer's written decision, request the other party to submit the matter for mediation pursuant to part C. of "Rules Governing Alternative Dispute Resolution" adopted by the Nevada Supreme Court. If mediation is unsuccessful, the Parties agree to execute a subsequent agreement and such other documents as may be required to allow the dispute to be resolved in accordance with Nevada's Short Trial Program and all rules adopted for the administration of same by the Nevada Supreme Court.

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B. Performance During Dispute. Unless otherwise directed by the Contracting Officer, COUNTY or its authorized subcontractor must continue performing under this Agreement while the matters in dispute are unresolved or before the Agreement is terminated as provided in Section 9.

SECTION 11- NO THIRD PARTY RIGHTS

Notwithstanding anything herein to the contrary, the services provided under this Agreement do not give rise to, nor will they be deemed to or construed so as to confer any rights on any other party, such as a third party beneficiary or otherwise.

SECTION 12 - WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of RTC.

SECTION 13 - INSURANCE AND INDEMNIFICATION

COUNTY will provide to RTC at time of execution of this Agreement its certificate statement concerning its self insured and other forms of insurance covering property and general liability exposures, including the provision of excess liability insurance and self insured retention amounts. COUNTY will also provide its certificate statement concerning its authorized status as a self insured employer for workmen's compensation. These insurances shall not be reduced or eliminated during the term of this Agreement.

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SECTION 14 - INDEMNITY & LIABILITY

Subject to the limitations of chapter 41 of Nevada Revised Statutes and without waiving any defenses thereunder, COUNTY agrees to defend and to hold harmless and fully indemnify the RTC, and its officers, commissioners, employees and agents from and against any and all claims, defense costs, proceedings, actions, liability and damages, including consequential damages and attorney fees and costs and RTC personnel litigation and trial costs, of any kind or nature (collectively "Damages") arising directly or indirectly out of:

- (a) any actual or alleged breach of duty, neglect, act, error, or other event or omission committed by its employees, agents, officers, directors or anyone else for which COUNTY may be legally responsible, including such acts committed by its subcontractor; and

(b) the use by the RTC or by any of its employees or agents, including other contractors and subcontractors of the RTC, of equipment, parts and other articles supplied by COUNTY under this Agreement to the extent such Damages are caused by defects in the design, marketing or manufacturing of the equipment, parts and other articles.

The Damages shall include, but are not limited to, those resulting from personal injury to any person, including bodily injury, sickness, disease or death and injury to real property or personal property, tangible or intangible, and the loss of use of any of that property, whether or not it is physically injured.

SECTION 15 - CONFLICT OF TRANSPORTATION INTEREST

COUNTY shall not divert any revenues, passengers, or other business from this project to any other services operated by COUNTY.

SECTION 16 - PERMITS AND LICENSES

COUNTY shall maintain in force during the term of this Agreement all licenses and permits required for the performance of this Agreement.

SECTION 17 - FORCE MAJEURE

Except as provided below, COUNTY shall not be held responsible for losses, delays or any failure to perform caused by events beyond its reasonable control. Such events may include, but are not limited to, acts of God, fire, epidemics, earthquake, flood or other natural disasters, acts of the government, riots, war or civil disorder, or unavailability of fuel or vehicle components. Such events do not include those events which could have been reasonably anticipated and alternative arrangements made.

SECTION 18 - NON-EXCLUSIVITY OF AGREEMENT

It shall in no way be construed that this Agreement is, or shall be, the sole exclusive contract for non-urbanized transportation services into which the RTC may enter during the term of this Agreement.

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SECTION 19 - EXTRA SERVICE

Extra services, such as promotional service, may be provided by COUNTY upon prior written authorization by RTC. Extra services above and beyond those specified in the Scope of Services ("Exhibit A"), shall be subject to execution of a separate agreement between RTC and the person or organization requesting the extra services. Such agreement shall provide for RTC reimbursement to COUNTY of costs in accordance with "Exhibit B" of this Agreement.

SECTION 20 - SMOKING PROHIBITION

Smoking is prohibited in all RTC-furnished vehicles and facilities. COUNTY shall ensure that its employees or those of any authorized subcontractor strictly enforce this provision.

SECTION 21 - BUDGETS AND PROJECTIONS

COUNTY agrees to prepare or assist in the preparation of annual budgets and projections as required by the RTC and to furnish periodic reports and recommendations to the RTC as may be reasonably necessary for monitoring the project.

SECTION 22 - ASSIGNMENT

Except as authorized by this Agreement, this Agreement shall not be assigned, transferred, hypothecated or pledged by either party without the prior written consent of the other party. In the event of a lawful assignment, the rights, duties, obligations and benefits arising under this Agreement shall inure and be binding upon the successors or assigns.

SECTION 23 - SEVERABILITY AND INTENT

Should any part of this Agreement be declared to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision will not affect the validity of the remainder of this Agreement which will continue in full force and effect. This Agreement is not intended to be a third party beneficiary contract and confers no right or obligations on anyone other than the RTC and COUNTY.

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SECTION 24 - AUTHORIZED REPRESENTATIVE

For purposes of this Agreement, notices and other communications shall be addressed to the respective parties as follows:

To the RTC: Elisa Rizzo
 Procurement and Compliance Administrator
 Regional Transportation Commission
 P.O. Box 30002
 Reno, NV 89520-3002

To COUNTY: Grady Tarbutton
 Washoe County Senior Services
 1155 East Ninth Street
 Reno, NV 89512

The RTC or COUNTY may change their respective authorized representative upon written notice to the other party.

SECTION 25 - AUDIT AND INSPECTION

COUNTY and any authorized subcontractor shall permit any member of the RTC or authorized RTC representatives to inspect and audit all data and records of COUNTY or its subcontractors relating to its performance under this Agreement. To the extent that federal or state funds are involved, the right to inspect and audit shall extend to authorized representatives of the United States or any other department of federal or state government which demonstrates a legitimate interest in the operation of the System.

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SECTION 26 - CONSERVATION AND ENVIRONMENTAL REQUIREMENTS

A. Conservation, PL 94-163. COUNTY shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, P.L. 94-163.

B. Environmental Violations, 40 CFR Part 15. COUNTY agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR 15) which prohibit the use under non-exempt federal contracts or loans of facilities included in the EPA List of Violating Facilities. COUNTY shall report violations to the FTA and the USEPA Assistant Administrator for Enforcement (EN0329).

SECTION 27 - GENERAL TERMS AND CONDITIONS

Provisions of the General Terms and Conditions of the RFP shall be incorporated in and be part of this Agreement.

SECTION 28 - AMENDMENT

This Agreement may be amended only by written instrument signed by authorized representatives of the RTC and COUNTY .

SECTION 29 - EXTENT OF AGREEMENT

This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements either written or oral.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

APPROVED AS TO LEGALITY AND FORM:

A. Styan Peck
A. Styan Peck, RTC Chief Legal Counsel

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

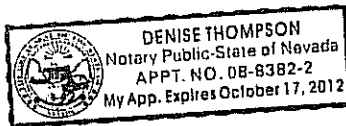
By Derek W. Morse, P.E., Interim Executive

Director
State of Nevada

County of Washoe

This instrument was acknowledged before me on Sept. 15, 2009 by Derek W. Morse, P.E., Interim Executive Director of the Regional Transportation Commission of Washoe County.

Denise Thompson
Notarial Officer



09-1038

FOR WASHOE COUNTY:

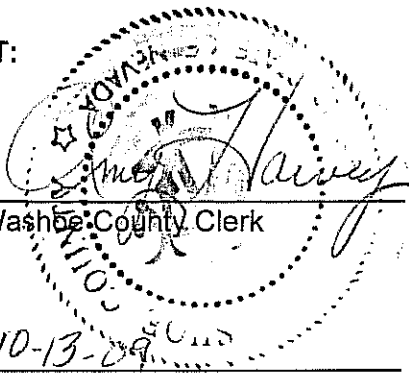
By: *David Humke*
David Humke
Board of Commission Chair

Date: 10/13/09

ATTEST:

By: *Emily Harvey*
Washoe County Clerk

Date: 10-13-09



89-1038

EXHIBIT A
SCOPE OF SERVICES

09-1038

EXHIBIT B

APPLICATION FOR FUNDING OF PARATRANSIT PROGRAMS

69-1038

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between

**Incline Village General Improvement District
893 Southwood Blvd., Incline Village, Nevada 89451
and**

**Washoe County, through the Washoe County Department of Senior Services
1155 East Ninth Street, Reno, NV 89512**

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

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

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. **CONTRACT TERM.** This Contract shall be effective upon approval of all parties retroactive to July 1, 2009 for a term of five years, through June 30, 2014, unless sooner terminated by either party as set forth in this Contract.
3. **TERMINATION.** This Contract may be terminated by either party without cause or penalty prior to the date set forth in paragraph (2). The parties expressly agree that this Contract shall be terminated immediately if for any reason State, County, and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
4. **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.
5. **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
6. **CONSIDERATION.** IVGID agrees to provide the services set forth in Attachment A at a cost not to exceed \$12,000 for fiscal year 2010. Subsequent fiscal year funding will not exceed \$12,000 and are subject to the terms of the Paratransit Services Agreement between Washoe County and the Regional Transportation Commission, grantor of Paratransit funds. Payment may be requested monthly after services have been rendered and upon submittal of a detailed invoice along with required Paratransit Monthly Operating Report no later than 10 days after the end of the month.
7. **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.
8. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260, NRS 354.626., and NRS 244.320.
10. **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

09-1039

create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

13. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the Washoe County Board of Commissioners.

15. 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).

16. 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 Nevada's courts in the County of Washoe for enforcement of this Contract.

17. 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.

18. THIRD PARTY RIGHTS. This Agreement is not intended to create, nor shall it be construed to create, any third party beneficiary rights in any person not a party hereto.

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

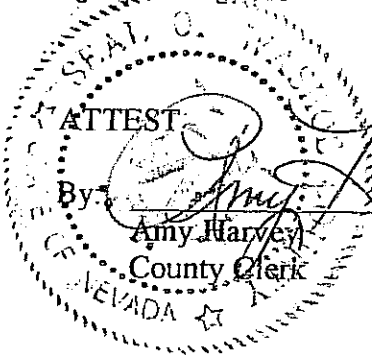
Washoe County Board of Commissioners

Agency #1

David E. Humke 10/13/09
Agency #1 Signature Date

David E. Humke, Chairman
Title

09-1639



By: Amy Harvey Date: 10-13-09
County Clerk

Incline Village General Improvement District

Agency #2

William B. Horn 8/3/2009
Agency #2 Signature Date William B. Horn, General Manager Title

ATTACHMENT A SCOPE OF SERVICES

Section 1

Washoe County Department of Senior Services (hereafter referred to as County) provides transportation services with financial support to the communities of Incline Village and Crystal Bay through a contract with Incline Village General Improvement District (hereafter referred to as IVGID).

IVGID agrees to provide transportation with IVGID vehicles and volunteer vehicles to seniors in Incline Village and Crystal Bay to ensure access to groceries, medical appointments and other necessary services and social events to support healthy aging in the community.

Each year, a minimum of:

- 20 unduplicated seniors (age 60 or older) or persons with disabilities will be provided transportation with transit funds provided through this agreement.
- 24 round trip rides to access services with door to door service and assistance. The program will operate as an "on-demand" service.
 - Trips will include access to the Greater Reno/Sparks area; Carson City area and in and around Incline Village/Crystal Bay.
 - Trips may include access to medical services, shopping, agency visits and recreation.

A nominal fare will be assessed for this service. The current fare is \$2.50 per roundtrip ride and \$.50 per each additional stop. Any fare increases proposed during the contract term will be mutually agreed upon between the parties.

IVGID shall perform all work necessary to complete in a manner reasonably satisfactory to County the services set forth in the Scope of Services;

IVGID shall comply with all applicable transportation provisions of the Americans with Disabilities Act (ADA);

IVGID shall maintain certification and licensure requirements for providing transportation services;

IVGID shall ensure that a strict smoking prohibition is enforced while performing services under this agreement.

09-1039

SECTION 2 – COMPENSATION

County agrees to pay IVGID for operating costs incurred in performance of the services within Washoe County set forth in this Agreement as follows:

- a. Maximum Obligation - Compensation to IVGID for all services provided for the program will not exceed \$12,000 per fiscal year.
- b. Funds through this contract may only be used for transportation within the state of Nevada, County of Washoe.

Method and Time of Payment.

Payment shall be made in the following manner:

- a. IVIGD shall submit the Paratransit Monthly Operating report and invoice to County on established forms.
- b. County shall reimburse IVIGD based on the satisfactory provision of services identified in the Scope of Services within thirty (30) calendar days after the date of receipt of complete and correct invoices. In the event County disputes any charges, payment may be delayed on the amount in dispute. County shall notify IVIGD in writing the reason for and the amount of any dispute. The undisputed balance of the invoice shall be paid in accordance with this section
- c. IVIGD shall maintain complete operational expense records supporting every request for payment and provide copies of records to County with monthly billing.

04-1039

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

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

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

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

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

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

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

1. The Washoe County Board of County Commissioners finds that transferring the parcels listed in Exhibit A to Washoe County would serve the public purposes stated in the exhibit.
2. The Washoe County Treasurer is hereby ordered pursuant to NRS 361.603 to transfer the parcels listed in Exhibit "A", item #3, 4, and 5 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. The Washoe County Treasurer is further ordered to retain the parcels in Exhibit "A" item #2 for the purposes stated in Exhibit "A" until further order of the board.
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

09-1040

LSO

authorized to make such a withdrawal on behalf of the county. The Treasurer shall report to the board in writing his or her decision to make such a withdrawal and shall state the reasons for the decision. The board may thereafter permit the parcel to remain in trust for the benefit of the state and county or may again order it be sold or transferred.

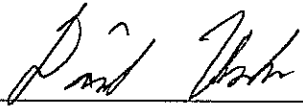
ADOPTED this 13th day of Oct., 2009 by the following vote:

AYES: Larkin - Weber - Jung - Breternitz

NAYS: None

ABSENT: Hunke

ABSTAIN: None



Chairman
Washoe County Commission

ATTEST:



County Clerk

09-1040

13/11

EXHIBIT "A"

2009 Tax Delinquent Parcels to be withheld
From Sale to the general public

1. Those parcels previously withheld (as noted in the Tax Delinquent Lands Book)
2. The Washoe County Engineering Division has requested that the following parcels be withheld due to their being existing streets, common areas, drainage easements, or unusable parcels:

APNs

001-144-08	Easement
030-691-01	Easement/Drainage
030-691-42	Easement/Drainage
030-692-01	Easement/Drainage
044-020-18	Street
051-562-03	Street
204-010-63	Sliver/Unbuildable
204-010-73	Easement
204-480-08	Easement/Drainage
522-401-01	Common Area/Paved Trail
522-402-17	Common Area/Paved Trail

3. The Washoe County Regional Parks and Open space Department has requested acquisition of three parcels (Parcel 038-222-03 closed and became 038-222-05):

<u>APN</u>	<u>USE</u>	<u>BACK TAX</u>
035-370-01	Open Space	\$2,059.12
038-222-03	Open Space	\$7,235.52
038-222-05	Open Space	\$9,161.88
038-230-18	Open Space	\$6,972.80

09-1040

4. The State of Nevada Department of Conservation and Natural Resources Division of Lands has requested acquisition of one parcel:

<u>APN</u>	<u>USE</u>	<u>BACK TAX</u>
125-503-13	Open Space	\$401.06

5. The Reno Housing Authority has requested acquisition of nine parcels:

<u>APN</u>	<u>USE</u>	<u>BACK TAX</u>
004-235-11	Rehabilitation Project	\$7,116.91
004-235-12	Rehabilitation Project	\$7,276.68
028-276-06	Rehabilitation Project	\$3,326.65
028-413-19	Rehabilitation Project	\$5,111.73
032-154-09	Rehabilitation Project	\$2,327.69

033-253-07	Rehabilitation Project	\$11,423.73
085-021-84	Rehabilitation Project	\$2,268.21
508-122-11	Rehabilitation Project	\$2,179.61
508-490-27	Rehabilitation Project	\$6,440.32

09-1640

Proclamation

WHEREAS, Despite ongoing efforts to better protect child pedestrians, child pedestrian injury remains the second leading cause of unintentional injury-related death among children ages 5 to 14 in the U.S.; and

WHEREAS, Each year, approximately 626 fatalities and almost 38,500 injuries occur to child pedestrians; and

WHEREAS, Most child pedestrian fatalities are the result of an incident with a motor vehicle; and

WHEREAS, Children are more likely to get hit by cars in areas with high traffic volume, a higher number of parked cars on the street, higher posted speed limits, the absence of a divided highway, few pedestrian control devices, and few alternative play areas, such as parks; and

WHEREAS, Children are particularly vulnerable to pedestrian injuries because they are exposed to traffic threats that exceed their cognitive, developmental, behavioral, physical, and sensory abilities; and

WHEREAS, Environmental modifications, when made in conjunction with enforcement of traffic laws and increased penalties for traffic violations, are proven to reduce traffic-related pedestrian death and injury; and

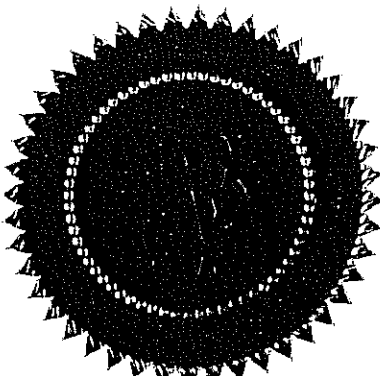
WHEREAS, In recognition of International Walk to School Day 2009, children, parents, educators, community leaders, Safe Kids coalitions and FedEx volunteers are joining together nationwide to walk to school and evaluate pedestrian safety in their community; and

WHEREAS, In the months preceding International Walk to School Day 2009, Safe Kids Washoe County has worked to raise awareness among the residents of Washoe County about the importance of walk-able communities and the need for physical improvements, such as adding sidewalks, crosswalks and better signage, to pedestrian routes in our county to better protect child pedestrians; and

WHEREAS, Safe Kids Washoe County has planned pedestrian safety activities and school-based events for International Walk to School Day 2009 in an effort to educate children and families about pedestrian safety; now, therefore, be it

PROCLAIMED, By the Washoe County Board of Commissioners that October 2009 is INTERNATIONAL WALK TO SCHOOL MONTH and calls upon all the residents to join us in supporting the efforts and activities of Safe Kids Washoe County to prevent pedestrian injuries and deaths to our children.

ADOPTED this 13th day of October, 2009.



David E. Humke, Chairman
Washoe County Commission

09-1064

Frazzetta, Jan

From: Frazzetta, Jan
Sent: Thursday, November 19, 2009 2:13 PM
To: Schiller, Kevin
Subject: BCC Meeting 10/13/2009

Kevin,

I am looking for the fully executed Interlocal Contract NV Department of Human Resources Division of Health Care Financing and Policy from the 10/13/2009 BCC meeting, Agenda Item 19.

Thanks,

Jan Frazzetta
Deputy County Clerk
Board Records and Minutes
775-328-3407
JFrazzetta@washoecounty.us
Fax: 775-328-3416



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

www.co.washoe.nv.us

CM/ACM JB
Finance PF
DA MKP
Risk Mgt. _____
HR _____
Other _____

STAFF REPORT BOARD MEETING DATE: October 13, 2009

DATE: September 15, 2009
TO: Board of County Commissioners
FROM: Kevin Schiller, Director, Department of Social Services
785-5641 – kschiller@washoecounty.us

THROUGH: John Berkich, Assistant County Manager

SUBJECT: Authorize the Chairman to execute an Interlocal Contract Between Public Agencies (Nevada Department of Human Resources Division of Health Care Financing and Policy and Washoe County) in the amount of \$1.5 million for the period of July 1, 2009 through June 30, 2010 for the Disproportionate Share Program. (All Commission Districts)

SUMMARY.

Authorize the Chairman to execute an Interlocal Contract Between Public Agencies (Nevada Department of Human Resources Division of Health Care Financing and Policy and Washoe County) in the amount of \$1.5 million for the period of July 1, 2009 through June 30, 2010 for the Disproportionate Share Program.

County Priority/Goal supported by this item: Government effectiveness and financial stability.

PREVIOUS ACTION

On September 23, 2003, the Board of County Commissioners approved the renewal of the Interlocal Contract for Intergovernmental Transfer Program from July 1, 2003 through June 20, 2005 for \$1.5 million annually.

On September 30, 2005, the Board of County Commissioners approved the renewal of the Interlocal contract for the Intergovernmental Transfer Program from July 1, 2005 through June 30, 2009.

BACKGROUND

On July 14, 2009, the Board of County Commissioners approved the renewal of the Interlocal contract for four years, July 1, 2009 through July 30, 2013, as requested by the Department of Human Resources Division of Health Care Financing and Policy; however when the County signed contract was returned for the Board of Examiners and Deputy Attorney General signatures, they refused to sign a four year contract. The State also made changes to Attachment A, Paragraph 3.b. adding the following language in italics:

AGENDA ITEM # 19

09-1069

For the purposes of this contract, such obligation includes the obligation for all such payments to such hospitals for which the County is directly responsible including payments under NRS 428.335; provided, however that ...this Contract does not affect the County's obligation to fund the Indigent Accident Fund pursuant to NRS 428.185 or the Supplemental Account pursuant to NRS 428.305..:

The Intergovernmental Transfer Program allows Washoe County to benefit from the Medicaid Program known as the Disproportionate Share Program (DSH). Under this program the Nevada Medicaid Program receives federal funds, which are allocated to those hospital providers that serve a disproportionate share of Medicaid patients. Renown Medical Center is the only northern Nevada hospital provider that serves enough Medicaid patients to receive DSH funding.

The Intergovernmental Transfer Program has been in its current form since 2001 when the State Legislature passed A.B. 377. Pursuant to A.B. 377, Washoe County was required to transfer \$1.5 million to the State Medicaid program each year of the biennium, which served as matching funds for the DSH Program. The County's participation enabled Renown Medical Center to receive \$4.8 million in DSH funding. In return, Washoe County was held harmless for Renown Medical Center indigent inpatient hospital bills for each year of the biennium.

The terms of the program remain the same for the proposed contract period; however, Medicaid has been tasked with working with the hospitals and counties to develop new rules that are in compliance with federal standards. These rules will then need to be taken before the Legislative Commission to become final. In all likelihood, the Department will be bringing a new contract to the Board for approval for FY 2011.

FISCAL IMPACT

The \$1,500,000 is included in the Department's approved FY 2010 budget, \$750,000 in Cost Center 179300-710400 and \$750,000 in Cost Center 210100-710400.

RECOMMENDATION

Authorize the Chairman to execute an Interlocal Contract Between Public Agencies (Nevada Department of Human Resources Division of Health Care Financing and Policy and Washoe County) in the amount of \$1.5 million for the period of July 1, 2009 through June 30, 2010 for the Disproportionate Share Program.

POSSIBLE MOTION

Should the board agree with the staff's recommendation, a possible motion would be to move to "authorize the Chairman to execute an Interlocal Contract Between Public Agencies (Nevada Department of Human Resources Division of Health Care Financing and Policy and Washoe County) in the amount of \$1.5 million for the period of July 1, 2009 through June 30, 2010 for the Disproportionate Share Program."

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

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

1100 E. William Street, #108
Carson City, Nevada 89701
Phone: (775) 684-3636 Fax: (775) 684-3799

and

Washoe County

PO Box 11130
Reno, Nevada 89520-0027
Phone: (775) 328-2300 Fax: (775) 328-6129

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 Washoe County hereinafter set forth are both necessary to the Division of Health Care Financing and Policy (DHCFP) 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, 2009 to June 30, 2010, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason 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

7. **CONSIDERATION.** The County agrees to provide the services set forth in paragraph (6) at a cost of \$1,500,000.00 (One Million Five Hundred Thousand Dollars) per year OR an amount determined by DHCFP pursuant to NRS 422.382 with the total Contract or installments payable: as set forth in Attachment A, not exceeding \$1,500,000.00 (One Million Five Hundred Thousand Dollars). 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.

09-10-09

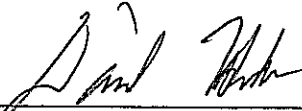
19

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 nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law 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.

Washoe County Commission



David Humke

10/13/09
Date Chairman
Title

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

Charles Duarte

Date Administrator
Title

Michael J. Willden

Date Director
Title

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On _____
(Date)

Deputy Attorney General for Attorney General, State of Nevada

On _____
(Date)

ATTACHMENT A

Washoe County IGT Scope of Agreement

1. This contract is undertaken between the Department of Health and Human Services, Division of Health Care Financing and Policy (DHCFP) and Washoe County (County) in an effort to provide a means by which funds allocated by County for certain indigent services can be combined with federal matching funds for persons eligible for Medicaid or other indigent individuals in Nevada. Nothing contained in this contract is intended to diminish the scope and quality of medical services provided to individuals qualified by eligibility standards adopted by County.
2. DHCFP and County, by joining in this contract, agree that existing medical coverage and services to individuals will be maintained in a manner so as to prevent the transfer of responsibility for medical care for such individuals from the State of Nevada to any county government in the state.
3. The parties agree that the services or activities to be performed are as follows:
 - a. County shall pay to DHCFP the lesser of **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00)** per year or an amount determined by DHCFP pursuant to NRS 422.382. Payment shall be made in quarterly payments as determined by DHCFP. The payment for each quarter shall be due no later than the 30th day of the first month of each quarter (July 30, October 30, January 30, and April 30). The source of funds for the payment must be in accordance with section 3 of NRS 422.382.
 - b. In consideration of the payments specified above, the County's obligation to pay for medical treatment for indigent inpatients pursuant to NRS 428.010, NRS 428.030 and NRS 450.500, is waived pursuant to NRS 422.382, for those indigent inpatients that are treated at Renown Regional Medical Center. For the purposes of this Contract, such obligation includes the obligation for all such payments to such hospitals for which the County is directly responsible including payments under NRS 428.335; provided, however, that this Contract does not affect the County's obligation to fund the Indigent Accident Fund pursuant to NRS 428.185 or the Supplemental Account pursuant to NRS 428.305.
 - c. County shall make the determination of eligibility for medical and financial assistance pursuant to NRS 428.015. County may use such forms, as it deems appropriate for such determinations. County will make such reports for this purpose as may be prescribed by DHCFP.

4. Nothing in this contract shall be construed in such a manner as to limit the ability of County to determine eligibility for medical and financial assistance to indigent persons in accordance with NRS 428.015.
5. The parties agree that all services rendered under this contract shall be provided in compliance with the Federal Civil Rights Act of 1964, and the Americans with Disabilities Act, as amended, and no person shall be unlawfully denied service on the grounds of age, race, creed, color, sex, national origin, or handicap.
6. The parties hereby agree that all information regarding individuals receiving services as a result of this contract is and shall remain confidential, and shall not be disseminated by any party except for purposes directly related to the provision of services under this contract. See NRS 428.045(3).
7. The parties must expend and account for contract funds in accordance with applicable federal regulations. Fiscal control and accounting procedures must be sufficient to:
 - a. permit the tracing of funds to a level of expenditure adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable contract or regulatory requirements and statutes; and
 - b. provide information pertaining to the actual cost of making eligibility determinations pursuant to NRS 428.015 and this contract.
8. The parties shall comply with all applicable local, state, and federal laws in carrying out the obligations of this contract, including all federal and state accounting procedures and requirements.

Summary - a resolution considering protests made against Special Assessment District No. 32 (Spanish Springs Valley Ranches Roads)

RESOLUTION NO. _____

A RESOLUTION CONSIDERING THE PROTESTS MADE AND HARDSHIP APPLICATIONS PRESENTED AT THE HEARING ON THE PROVISIONAL ORDER FOR WASHOE COUNTY, NEVADA, SPECIAL ASSESSMENT DISTRICT NO. 32 (SPANISH SPRINGS VALLEY RANCHES ROADS); DIRECTING THAT THE ENGINEER PREPARE AND FILE A REVISED AND DETAILED ESTIMATE OF COST, FULL AND DETAILED FINAL PLANS AND SPECIFICATIONS, AND A REVISED MAP AND ASSESSMENT PLAT; MAKING A FINDING AND DETERMINATION THAT A PARCEL OWNED BY WASHOE COUNTY BEING ASSESSOR'S PARCEL NUMBER 077-230-08 IS SPECIALLY BENEFITTED; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, the Board of County Commissioners of the County of Washoe in the State of Nevada (the "Board," the "County," and "State," respectively), pursuant to chapter 271 of the Nevada Revised Statutes ("NRS") and Resolution No. 03-338 adopted by the Board on March 25, 2003 (the "2003 Provisional Order Resolution"), provisionally ordered the acquisition of a street project as defined in NRS 271.225 (the "Project") within an improvement district designated as the "Washoe County, Nevada, Special Assessment District No. 32 (Spanish Springs Valley Ranches Roads)" (the "District"); and

WHEREAS, pursuant to Nevada Supreme Court Order of Reversal and Remand filed on July 5, 2006, the Nevada Supreme Court Order Denying Rehearing filed on October 2, 2006, and the District Court Order filed on November 15, 2006 (collectively, the "Orders"), the County has obtained an appraisal, among other things, for parcels in the District showing the increase in market value to the parcels as a result of the elimination of homeowner's dues; and

WHEREAS, the Board amended the 2003 Provisional Order in order to conform to the Orders by adoption of a resolution on September 8, 2009 (as amended, the "Amended Provisional Order Resolution"); and

WHEREAS, pursuant to the Amended Provisional Order Resolution, the County Clerk gave notice of the time and place of hearing thereon, in the manner specified by law; and

WHEREAS, the manner of giving such notice by mail, publication and posting was reasonably calculated to inform the parties of the proceedings concerning the District which might

directly and adversely affect their legally protected interests; and

WHEREAS, all owners of property to be assessed and interested persons so desiring were permitted to file a written protest or objection with the County Clerk on or prior to 3 days before October 13, 2009, to appear before the Board on Tuesday, October 13, 2009, and be heard as to the propriety and advisability of acquiring the Project provisionally ordered, as to the cost thereof and manner of payment therefor, as to the amount thereof to be assessed against said property and to evaluate any hardship applications submitted in accordance with the hardship procedure established by the Board pursuant to an ordinance; and

WHEREAS, all written complaints, protests and objections have been read and duly considered, all persons desiring to be heard in person have been heard and all oral complaints, protests and objections have been heard by the Board and duly considered; and

WHEREAS, the Board has determined that it is in the best interests of the District, the County, and inhabitants thereof to create the District as proposed in the Amended Provisional Order Resolution; and

WHEREAS, the Board has determined (based upon the tabulation of the percentage of owners protesting prepared by the Engineer (as defined herein), and filed with the County Clerk) that the owners of lots which will pay one-half or more of the assessments (as shown in the Preliminary Assessment Roll) have not filed written protests or objections and the protests or objections received were received from owners of lots in the District who, in the aggregate, will pay less than one-half of the assessments (as shown in the Preliminary Assessment Roll); and

WHEREAS, the Board has now considered each and every written protest and objection and all oral protests and objections made at the hearing on October 13, 2009, and the Board finds that each and every written and oral protest or objection is without sufficient merit and is overruled and denied (except as otherwise specifically provided in Section 2.)

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

Section 1. The Board determines that each and every protest and objection filed or otherwise made (representing lots that will be responsible for less than one-half of the assessments to be paid) is without sufficient merit, and that the same is overruled and finally passed on by the Board except the District is modified as described in Section 2.

Section 2. The Board has determined, and does hereby determine, that, except as hereinafter stated, it is advisable to acquire the Project as provided by the Amended Provisional Order Resolution and does hereby order that assessments be levied therefor; except that:

[unless changes are listed here, no changes are made and all protests or objections are overruled and denied]

Section 3. Pursuant to NRS 271.360 and an ordinance adopted on October 23, 2001 establishing a hardship determination procedure, the Board has considered all applications for hardship determinations and the recommendations of the Washoe County Department of Social Services and hereby finds and determines that no qualifying applications for hardships were filed except that:

[unless qualifying applications for hardships are listed here, no hardships are granted]

Section 4. Any person who filed, and did not withdraw a written protest or objection with the County Clerk at least 3 days before the time set for the hearing as set forth in NRS 271.305, shall have the right, within 30 days from the effective date of this resolution, to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination, but thereafter all actions or suits attacking the validity of the proceedings and the amounts of benefits, shall be perpetually barred.

Section 5. The Assistant Public Works Director-Engineering and a licensed engineer of the County (collectively, the “Engineer”) is requested and directed to prepare in the manner required by law and present to the Board:

- (A) A revised (to the extent necessary) and detailed estimate of the total cost of the District, including each of the incidental costs;

- (B) Full and detailed final plans and specifications; and
- (C) A revised (to the extent necessary) map and revised assessment

plat.

Section 6. As to Assessor's Parcel Number 077-230-08 which is included in the District and, as of the date hereof, owned by the County, the Board hereby finds and determines that the tract is specially benefited by the Project.

Section 7. The officers of the County are directed to effectuate the provisions of this resolution.

Section 8. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of such inconsistency.

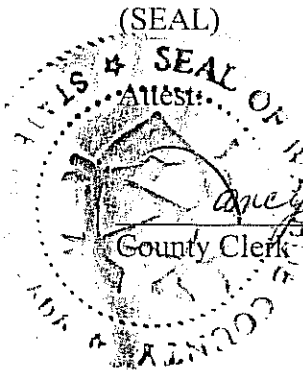
Section 9. The invalidity of any provision of this resolution shall not affect any remaining provisions hereof.

Section 10. The Board has determined, and does hereby declare, that this resolution shall be in effect after its passage in accordance with law.

Adopted: October 13, 2009.



Chair
Board of County Commissioners
Washoe County, Nevada



Amey L. P. Chief Deputy

County Clerk

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

I am the duly chosen, qualified and acting County Clerk of Washoe County (the “County”), in the State of Nevada, and do hereby certify:

(1) The foregoing pages constitute a true, correct, complete and compared copy of a resolution of the Board of County Commissioners (the “Board”) adopted at a meeting of the Board held on October 13, 2009 (the “Resolution”).

(2) The members of the Board voted on the Resolution as follows:

Those Voting Aye:

John Breternitz
David Humke
Kitty Jung
Robert M. Larkin
Bonnie Weber

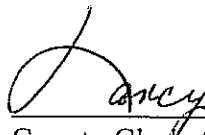
Those Voting Nay:

Those Absent:

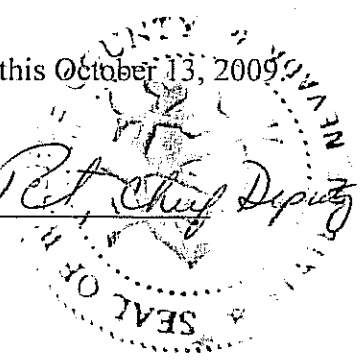
(3) The original of the Resolution has been approved and authenticated by the signatures of the Chair of the Board and myself as County Clerk and has been recorded in the minute book of the Board kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

(4) The minutes of the public hearing described in such Resolution held on October 13, 2009 are attached as Exhibit B.

IN WITNESS WHEREOF, I have hereunto set my hand this October 13, 2009.



County Clerk
Washoe County, Nevada



The undersigned does hereby certify:

(1) All members of the Board were given due and proper notice of the meeting held on September 8, 2009.

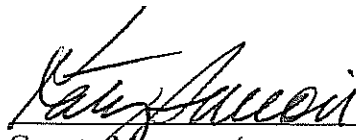
(2) Public notice of such meeting was given and such meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice of meeting and excerpts from the agenda for the meeting relating to the Resolution, as posted not later than 9:00 a.m. on the third working day prior to the meeting, on the County's website, and at the following locations:

- (a) Washoe County Administration Complex
1001 East Ninth Street, Bldg. A
Reno, Nevada
- (b) Washoe County Courthouse-Clerk's Office
Virginia and Court Streets
Reno, Nevada
- (c) Washoe County Central Library
301 South Center Street
Reno, Nevada
- (d) Sparks Justice Court
630 Greenbrae Drive
Sparks, Nevada

is attached as Exhibit A.

(3) Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each person, if any, who has requested notice of meetings of the Board in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

IN WITNESS WHEREOF, I have hereunto set my hand this October 13, 2009.



County Manager (or representative thereof)
Washoe County, Nevada

EXHIBIT A

(Attach Notice of October 13, 2009 Meeting)

EXHIBIT B

**(Attach Minutes of October 13, 2009 Hearing on
Provisional Order for District 32)**