

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

TUESDAY

9:00 A.M.

MAY 10, 2011

PRESENT:

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

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

ABSENT:

Bob Larkin, Commissioner

The Board of County Commissioners and the Washoe County Library Board of Trustees will begin their meeting at 9:00 a.m. in the Caucus Room (#A205) located on the 2nd Floor of Building A at 1001 E. 9th Street, Reno.

The Washoe County Board of Commissioners and the Washoe County Library Board of Trustees convened at 9:05 a.m. for a joint meeting in the Caucus Room located on the 2nd Floor of Building A of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Also present were Library Board of Directors Chairperson Judith Simon, Members Fred Lokken, Tom Cornell and Alfred Stoess and Library Director Arnie Maurins. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Boards conducted the following business:

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

11-364 AGENDA ITEM 3 – PUBLIC COMMENT

Agenda Subject: "Public Comment. Comment heard under this item will be limited to two minutes per person and may pertain to matters both on and off the Commission agenda. The Commission will also hear public comment during

individual action items, with comment limited to two minutes per person. Comments are to be made to the Commission as a whole.”

Lucina Moses, Friends of Washoe County Library President, requested the Board recommend no further reductions to the Libraries. She believed that the Library was a core service and any further reductions could be detrimental.

Rob Rothe, Reno Town Mall Managing Partner, said the Sierra View Library branch had been in the Town Mall for approximately 23 years. He provided a proposal that would contribute 100 percent of the rental in the Reno Town Mall for this year with the commitment to provide a 10-year agreement. The next three years would only bring a charge for gas and electrical usage. He explained in years five through eight there would be a \$0.25 per square foot rental per month, which was below the cost of providing basic services for the building. For the balance of the 10-year term, the cost would rise to \$0.30 per square foot a month, about \$0.05 below the cost of operating the Mall. Mr. Rothe said the Mall was a friend of the Library and looked forward to helping the community.

11-365 AGENDA ITEM 4

Agenda Subject: “Update on the Citizens’ Advisory Committee on the future of the Washoe County Library System.”

***9:12 a.m.** Commissioner Humke arrived.

Arnie Maurins, Library Director, distributed a status report from the Citizens’ Advisory Committee (CAC), which was placed on file with the Clerk. The report highlighted the guidelines discussed for the Libraries’ planning efforts in regard to a 90 percent or 75 percent budget reduction. The following factors and proposals were considered:

- Geographic distribution of libraries, travel time and availability of public transit;
- Library services should be provided to all socio-economic classes;
- Maintain as many services as possible at the larger, regional libraries;
- Reduce the “footprint” at the two leased library facilities as a step toward eventual closure and potential replacement by a County-owned building; and,
- Close the Duncan-Traner Community Library, and set up a library kiosk at the nearby Boys’ and Girls’ Club.

Mr. Maurins indicated the impacts from the reductions included: 50 percent fewer new materials being purchased; closure of one branch and removal of the Mobile Library from service; a 25 percent reduction in both public hours and library programs; abandoned outreach to, and collaborations with, many community agencies and organizations; and, an increased spending burden on the Library’s Expansion Fund. In addition, volunteers now contributed over 40 percent more time than they did three years ago, with over 12,000 hours given in calendar year 2010.

Mr. Maurins said the CAC requested that the Library System not be required to make any more budget cuts beyond what it had already done, or if any further cuts were needed they be minimal. This was due to the significant losses already experienced, and the vital role the Library played in the economic, educational and cultural life of Washoe County.

Commissioner Jung asked how the proposal from Rob Rothe, Reno Town Mall Managing Partner, affected the carbon footprint at the leased library spaces. Mr. Maurins replied that needed to be reviewed.

Judith Simon, Library Board Chairperson, remarked that the Library Board had not fully reviewed the proposal from the Reno Town Mall and noted that proposal had only been submitted to the CAC. She said their offer was generous; however, because of what had happened before with other cooperative arrangements, the Board was leery about entering into any long-term agreement.

Member Lokken asked for clarification on two conflicting pieces of information. He said the Public Works Department preferred not to use leased-facilities, but a recent decision was to move leased-facilities under the control of the Public Works Department.

Katy Simon, County Manager, clarified that the policy guidance to move out of County-leased facilities came from the Board of County Commissioners. She said it was always the interest to ensure a sustainable and cost effective plan. There were situations where it could be sustainable to occupy a leased-facility versus buying or building a facility and incurring that debt. Ms. Simon stated all County facilities were managed by the Public Works Department, but emphasized that the Board of County Commissioners were the policy makers.

With the proposed offer, Commissioner Weber felt that the Sierra View Library was now affordable with a plan to potentially move forward. She asked if the Shared Services Committee considered joining with the Washoe County School District (WCSD) and the University system to cooperatively have libraries located at the schools. Commissioner Jung replied that the CAC had considered that notion, but Shared Services had not. She requested that item be placed on a Shared Services Committee agenda.

Chairman Breternitz stated that the WCSD was part of the Shared Services Committee with voting positions, and believed the initial invitation to other entities within the County was open.

Library Chairperson Simon explained that the Tahoe Library Coalition had a model in Incline Village encompassing all the area libraries allowing anyone in Incline Village to use those libraries.

Chairman Breternitz said the Shared Services Committee currently had two voting bodies, but those groups did not have any control over libraries. He said there was an over-riding factor the County was faced with, which was survival, and that would bring people to the table.

In regard to the preliminary report, Library Chairperson Simon said the executive summary highlighted the frame-work of where the libraries had been in the past few years and where they would be moving in the future.

Member Lokken said the CAC was crafted to provide information about the immediate budget and said staff had done an excellent job of educating them. As a structure of County government, he said libraries had repeatedly absorbed the worse cuts and had begun to rethink themselves as an institution of the County. In moving forward, he hoped that libraries would be made a core service.

William Hartman, CAC Chairman, stated with the reductions already taken by the Library applying more reductions would make the Library unsustainable. He considered the Library a pillar of the community and did not want to see that part of the community destroyed.

Mindy Clive, CAC Member, said this had been a very difficult task and hoped that the library would not have to endure further reductions.

Carola Naumer, CAC Member, explained that the Library had always been a critical place for teachers to supplement their educational tools. She indicated that a library was the back-bone of literacy for a community and felt that further reductions could be the potential of entering into the dark-ages.

Chairman Breternitz believed in the value of the Library; however, he was disappointed. He said the CAC was charged with finding the future of the Library system, but maintaining the status quo or increasing funding should not be the only answer. He commented if everything stayed status quo the projection would have the County \$200 million underwater in four years. Chairman Breternitz wished to see more creativity and effort given to a solution or a series of solutions rather than asking for the same amount of funds.

Commissioner Weber agreed and felt more ideas were needed. She said the top priority was keeping families in their homes and all departments needed to look outside the box. Although the Library did an exceptional job utilizing volunteers, a Library could not be run solely by volunteers. She said reductions had to be made, even to mandated services; however, libraries were not mandated.

Since libraries and parks were vital in an economic crisis, Commissioner Jung felt that libraries needed to be mandated. She said they should be funded the most when an economy was down and the least when an economy was thriving.

Ms. Simon asked if the CAC had any discussion about a library district. Mr. Maurins said he was waiting for an interpretation from legal counsel. Herb Kaplan, Legal Counsel, stated he had not had the opportunity to review that NRS, but would report his findings during the next Library Trustees meeting.

There was no action taken on this item.

11-366 AGENDA ITEM 5

Agenda Subject: “Discussion and possible direction to staff regarding the designation of library services as “Core Services” for the purpose of future resource allocations and budget adjustments.”

Commissioner Weber and Commissioner Jung stated that their comments and positions had been made in the previous item.

Chairman Breternitz acknowledged that the definition of a core service was recommended from the Organizational Effectiveness Committee (OEC). He agreed that the Library was classified correctly.

Commissioner Jung disagreed with the current classification and stated that the Library should be a core service.

Arnie Maurins, Library Director, said the definition of a core service was fulfilling the mission of providing a safe, secure and healthy community and felt that the Library met those qualifications. He commented that the Library provided essential benefits and vital resources to the community and reiterated that the Library should be classified a core service.

Judith Simon, Library Board of Trustees Chairperson, noted that the Library Board had not been involved with the OEC and hoped that a letter written to the OEC in January, which was placed on file with the Clerk, would help with their considerations. She felt the Library should not have had to endure severe reductions and then expect further reductions which would place Library employees in further jeopardy.

Chairman Breternitz explained that reductions were happening County-wide with every department being touched by reductions. He would be willing to review the definition of a core service if the Library was willing to be creative. Chairperson Simon indicated that the Library had secured grants, implemented a library check-out system, established an employee-developed method utilizing open-sourced materials and the community had supported book sales. She added the Book Mobile was taken off the road because of the costs involved, but felt there may be other ways to deliver those critical services.

Commissioner Jung inquired about contracting for services through the Washoe County School District (WCSD) and said the Regional Transportation

Commission (RTC) was willing to donate vehicles to the Library. William Hartman, Citizen Advisory Committee (CAC) Chairman, was not aware of the RTC contribution, but was aware of conversations with the WCSO. A critical missing piece was that library hours had decreased 25 percent, but the usage had risen 30 percent, and he felt that was being creative; however, it was difficult to be creative when the funds kept decreasing. He stated that a process through Amazon.com® called a “Wish List” had been implemented and explained how that worked for the community to become involved. Mr. Hartman believed there was an opportunity with Amazon.com® and said if marketed properly that could be a very profitable and creative venture for the Library.

Brenda Baxter, Knowledge Services Coordinator, further explained the “Wish List” process and remarked that the Library had been so creative that patrons were unaware of all the severe reductions that had occurred.

There was no action taken on this item.

Following Item No. 5 above, the Board of County Commissioners will recess and reconvene at 10:00 a.m. in the Washoe County Commission Chambers located at 1001 E. 9th Street, Reno, for the remainder of the County Commission Agenda.

10:10 a.m. The Board recessed.

10:25 a.m. The Board reconvened with all members present.

11-367 AGENDA ITEM 8 - PROCLAMATION

Agenda Subject: “Proclamation--May 21, 2011 as MacLean Observatory Day to honor the MacLean Family Celestron Telescope--requested by Commissioner Jung. (All Commission Districts.)”

Commissioner Jung read and presented the Proclamation to members of the MacLean family. The family thanked the Board for recognizing their interest in Astronomy and said it was an honor to receive this Proclamation.

There was no public comment on this item.

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

11-368 AGENDA ITEM 9 – PROCLAMATION – SOCIAL SERVICES

Agenda Subject: “Proclamation--May 2011 as National Foster Care Month and acknowledges Sarah Johns and KOLO TV-8’s *Have a Heart* program for improving the lives of foster and adoptable children in our community. (All Commission Districts.)”

Commissioner Jung read and presented the Proclamation to Kevin Schiller, Social Services Director, Binnie Lopez, Social Services Supervisor, George Pelham, Social Worker and Sarah Johns, KOLO TV-8.

Mr. Schiller said the Social Services Department had the difficult job of dealing with abused and neglected children. He stated everyday it was a challenge to recruit homes and Foster Families. Mr. Schiller honored Ms. Johns and KOLO TV-8 for their commitment to the children of the community.

Ms. Lopez said that having partners in the community who cared about the children made the children important to everyone. She thanked Ms. Johns and KOLO TV-8 for their commitment. Mr. Pelham stated that he had the pleasure to work with Ms. Johns within the Have-a-Heart program. He said the program brought to light the need for more permanent adoptive homes.

Ms. Johns thanked the Board for this Proclamation. She said participating in the Have-a-Heart program was one of the most fulfilling partnerships and happiest parts of her job.

In response to the call for public comment, Sam Dehne commended the Have-a- Heart program and that being a foster parent was a noble undertaking.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 9 be adopted.

11-369 AGENDA ITEM 10 - PROCLAMATION

Agenda Subject: “Proclamation--Week of May 28 - June 5, 2011 as Lake Tahoe Basin Wildfire Awareness Week. (All Commission Districts.)”

Commissioner Humke read and presented the Proclamation to Ryan Sommers, North Lake Tahoe Fire Protection District Battalion Chief. On behalf of the entire District, Chief Sommers thanked the Board for their recognition.

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 10 be adopted.

11-370 AGENDA ITEM 29 - PROCLAMATION

Agenda Subject: “Proclamation--May 15-21, 2011 as National Public Works Week. (All Commission Districts.)”

Chairman Breternitz read and presented the Proclamation to Dan St. John, Public Works Director, Kimble Corbridge, Assistant Public Works Director, Tom Greco, American Public Works Association (APWA) State President and Deanna Gray, APWA Northern Nevada Section Chairperson. Mr. St. John said the recognition was appreciated by Public Works and all the professionals in northern Nevada that provide those services. Mr. Greco thanked the Board for supporting staff.

In response to the call for public comment, Sam Dehne spoke on the Proclamation.

On motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 29 be adopted.

11-371 AGENDA ITEM 12 – 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.”

Toni Harsh stated her objections and concerns in regard to Agenda Item 19, the proposed ordinance to establish a County Bond Bank. She stated that she was opposed to the introduction of this ordinance.

Jim Galloway stated that he was shocked by Agenda Item 19 and the proposed ordinance to establish a County Bond Bank. He said the ordinance would lead to excessive and unnecessary consequences for Washoe County. He suggested a citizen workshop be scheduled to allow adequate time for the Board to hear and consider all citizen objections. Mr. Galloway declared his opposition to the introduction of this ordinance.

Betty Hicks voiced her objections and concerns in regard to Agenda Item 19, the proposed ordinance to establish a County Bond Bank. She stated that she was opposed to the introduction of this ordinance.

Guy Felton spoke on decorum and the Constitution.

Sam Dehne objected to the proposed ordinance to establish a County Bond Bank.

Robert Parker stated his concerns and opposition over the proposed ordinance to establish a County Bond Bank.

John Coats spoke in support of the agreement between Washoe County and Cal-Mazz Golf Management in regard to full management for the Sierra Sage Golf Course.

Jesse Gutierrez questioned why the County wanted to use taxpayer funds to enter into an investment banking business. He said that he was opposed to the proposed County Bond Bank.

Roger Edwards stated his concerns and opposition over the proposed ordinance to establish a County Bond Bank.

Carla Fells, Washoe County Employees Association Executive Director (WCEA), said Agenda Item 19 scared the employees. She stated the Association did not want the County to enter into financial support of another jurisdiction in trouble. Ms. Fells asked that if this were entered into, it be entered into with full disclosure to the public and the employees on the financial impact from the Bond Bank.

11-372 AGENDA ITEM 13 – ANNOUNCEMENTS

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

Katy Simon, County Manager, noted that Agenda Item 11 was pulled from the agenda and Agenda Item 14G(2) would be removed from the consent agenda for further discussion.

Commissioner Weber commented on her visit to Gerlach where she took a tour of the US Geothermal plant and also visited the local clinic. She said there were discussions underway with the Washoe County School District to leave the donated solar panels in the Gerlach community. Commissioner Weber commented on the many concerns for the Gerlach community; however, noted there were many ideas and thoughts in keeping the area viable.

Commissioner Jung requested an agenda item to discuss ways to strategize and explain to the public the impacts of the Legislature’s proposed budget fortifications via local tax dollars being diverted to the State and the impending impacts.

In regard to funds potentially being taken by the State, Commissioner Humke agreed with Commissioner Jung and felt that Washoe County’s story needed to be told to the public.

Chairman Breternitz requested language be included in the Commissioners'/Manager's Announcements for ideas concerning improvement or innovation. He suggested a public hearing or a workshop be scheduled to discuss the potential affects from the proposed State impacts to the County.

CONSENT AGENDA

11-373 AGENDA ITEM 14A - FINANCE

Agenda Subject: “Approve and certify budgets and special assessment or tax rates for the following budgets as requested by the State of Nevada Department of Conservation and Natural Resources: 1) Paid by the Water Resource Planning cost center 663000 account 710200 for the following: Pleasant Valley Groundwater Basin [\$2,500]; Cold Springs Valley Groundwater Basin [\$3,000]; Honey Lake Valley Groundwater Basin [\$2,000]; Washoe Valley Groundwater Basin [\$2,081.70]; Warm Springs Valley Groundwater Basin [\$4,839.22]; and, Warm Springs/Winnemucca Creek [\$2,000]; 2) From Lemmon Valley Water District Fund 7012 cost center 990012 for the Lemmon Valley Groundwater Basin [\$11,000]; 3) From Nevada State Trust Fund 7020 cost center 990034 for the Truckee Meadows/Sun Valley Basin [\$35,000] with a tax rate of \$.0005; and, if all approved, direct County Clerk to attest the certificates and submit same to the State Engineer with copies to the Treasurer, Comptroller and Budget Division; direct the Treasurer to bill and collect the special tax rates and/or assessments requested by the State Engineer; and, direct Comptroller to pay to the Department of Conservation and Natural Resources the requested funds [no impact to General Fund]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 14A be approved, certified and directed.

11-374 AGENDA ITEM 14B(1) – COMMUNITY RELATIONS

Agenda Subject: “Approve request to bid Video Broadcasting and Production Services for the period July 1, 2011 through June 30, 2012, with Washoe County retaining the option to renew the resulting agreement for two one-year renewals. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 14B(1) be approved.

11-375 **AGENDA ITEM 14B(2) – MANAGEMENT SERVICES/COMMUNITY SUPPORT ADMINISTRATOR**

Agenda Subject: “Approve Agreement for a Washoe County Special Purpose Grant to Incline Village Community Hospital Foundation for the Incline Village Clinic [\$18,432] for Fiscal Year 2010/11 and approve Resolution necessary for same; and if both approved, authorize Chairman to sign Resolution and Agreement. (Commission District 1.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 14B(2) be approved, authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

11-376 **AGENDA ITEM 14C(1) - TREASURER**

Agenda Subject: “Acknowledge receipt of the Report of Sale – March 29, 2011 Delinquent Special Assessment Sale- sale cancelled as all delinquencies have paid. (Commission Districts 2, 3, 4 and 5.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 14C(1) be acknowledged.

11-377 **AGENDA ITEM 14D – WATER RESOURCES**

Agenda Subject: “Acknowledge receipt of the Quarterly Report on Activities of the Washoe County Water and Sanitary Sewer Financial Assistance Program, Ordinance No. 1449, for the period ended March 31, 2011. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 14D be acknowledged.

11-378 **AGENDA ITEM 14E(1) – COMMUNITY DEVELOPMENT**

Agenda Subject: “Reappoint Robert Wideman to the Washoe County Board of Adjustment for a term ending June 30, 2015. (Commission District 2.)”

Commissioner Humke thanked Robert Wideman for his service on the Board of Adjustment.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Robert Wideman be reappointed to the Washoe County Board of Adjustment for a term ending June 30, 2015.

11-379 AGENDA ITEM 14E(2) – COMMUNITY DEVELOPMENT

Agenda Subject: “Reappoint Dian VanderWell to the Washoe County Planning Commission for a term ending June 30, 2015. (Commission District 5.)”

Commissioner Weber said Dian VanderWell had served the County well and recognized Ms. VanderWell for her leadership as the Chairperson for the Washoe County Planning Commission and the Regional Planning Commission.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Dian VanderWell be reappointed to the Washoe County Planning Commission for a term ending June 30, 2015.

11-380 AGENDA ITEM 14E(3) – COMMUNITY DEVELOPMENT

Agenda Subject: “Reappoint D.J. Whittemore to the Washoe County Planning Commission for a term ending June 30, 2015. (Commission District 2.)”

Commissioner Humke thanked D.J. Whittemore for his tireless service on the Washoe County Planning Commission.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that D.J. Whittemore be reappointed to the Washoe County Planning Commission for a term ending June 30, 2015.

11-381 AGENDA ITEM 14F(1) – PUBLIC WORKS

Agenda Subject: “Authorize Public Works Department to bid the Incline Way Pedestrian Path project [funding source - Transportation Equity Act for the 21st Century (TEA-21) with a 5% match]. (Commission District 1.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 14F(1) be authorized.

11-382 AGENDA ITEM 14F(2) – PUBLIC WORKS

Agenda Subject: “Authorize Public Works Department to prepare contract documents and bid the 911 Parr Boulevard Cell Hardening projects [funding source - General Fund]. (Commission District 3.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 14F(2) be authorized.

11-383 AGENDA ITEM 14F(3) – PUBLIC WORKS

Agenda Subject: “Authorize Public Works Department to prepare contract documents and bid 911 Parr Boulevard Crime Lab Roof Repairs [funding source - General Fund]. (Commission District 3.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 14F(3) be authorized.

11-384 AGENDA ITEM 14F(4) – PUBLIC WORKS

Agenda Subject: “Accept supplemental Water Quality Mitigation Funds [interest portion - \$5,610.50] from Tahoe Regional Planning Agency (TRPA) to cover costs over the original estimate for a regenerative air, dustless, vacuum-assisted street sweeper purchased for use in the Crystal Bay/Incline Village area and funded 50% by TRPA and 50% by a U.S. Forest Service grant, both of which have already been accepted by the Board, with no impact on the General Fund; and if accepted, direct Finance to make appropriate budget adjustments. (Commission District 1.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 14F(4) be accepted and directed.

11-385 AGENDA ITEM 14G(1) - PARKS

Agenda Subject: “Accept cash donations [\$19,567.96] from various businesses, organizations and individuals and acknowledge in-kind donations for the Department of Regional Parks and Open Space programs and facilities; and if accepted, direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked the various donors for their generous donations.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 14G(1) be accepted and directed.

11-386 AGENDA ITEM 14H(1) - SHERIFF

Agenda Subject: “Approve Sheriff’s Security Agreement between the County of Washoe (Sheriff’s Office) and Lake Tahoe Visitor’s Authority/Local Organizing Committee to provide Uniformed Deputy Sheriffs for security [estimated security costs \$8,000] during the 2011 AMGEN Tour of California Professional Bicycle Race on May 15, 2011; and if approved, authorize Chairman to execute Agreement. (Commission District 1.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 14H(1) be approved, authorized and executed.

11-387 AGENDA ITEM 14H(2) - SHERIFF

Agenda Subject: “Accept Cost Reimbursement Agreement between the Washoe County Sheriff’s Office and the United States Department of Agriculture, Office of Inspector General, to seek reimbursement of permissible expenses incurred by the Washoe County Sheriff’s Office such as overtime, investigative equipment, travel, training, intelligence data gathering expenditures and other joint operation support costs relating to State or local law enforcement officers; and if accepted, authorize Sheriff Haley to execute Agreement and direct Finance to make necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 14H(2) be accepted, authorized, executed and directed.

11-388 AGENDA ITEM 14I – DISTRICT ATTORNEY

Agenda Subject: “Approve Resolution requesting the assistance of the Attorney General in the possible prosecution of a male over the age of 18 for alleged criminal abuse of a minor child and other matters properly related thereto; and if approved, authorize Chairman to execute Resolution. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 14I be approved, authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

11-389 AGENDA ITEM 14G(2) - PARKS

Agenda Subject: “Approve First Amendment to Golf Management License and Services Sierra Sage Golf Course Agreement between the County of Washoe and Cal-Mazz Golf Management, LLC for full management of Sierra Sage Golf Course for a five-year period commencing on July 1, 2011 through June 30, 2016 with one additional five-year renewal option and adding provisions for a Golf Percentage Fee to be paid to Washoe County and the implementation of a Capital Improvement Fee for the golf course; and if all approved, authorize Chairman to execute First Amendment. (Commission District 5.)”

Al Rogers, Regional Parks and Open Space Assistant Director, said that Cal-Mazz Golf Management, LLC presented a proposal for a new agreement in regard to full management of the Sierra Sage Golf Course with proposals to the term, Performance Bond and compensation, per the reopener clause contained in the original agreement. He said staff recommended a contract term of five years versus 10 years, keeping the Performance Bond in place and modifying the revenue to Washoe County as proposed.

In terms of the agreement, Commissioner Weber was concerned that the Parks Department had changed the term to five years versus 10 years. She felt a commitment of 10 years was needed to accomplish some of the improvements desired for the Golf Course. Commissioner Weber indicated that the Regional Parks and Open Space Commission voted unanimously to approve an agreement for 10 years commencing on July 1, 2011 and ending on June 30, 2021. The Commission also voted to initiate the revenue sharing percentage in 2012, but keep the Capital Improvement Fees beginning in 2014. Commissioner Weber disclosed that she had conversations with Mike Mazzaferri, Cal-Mazz Golf Management, LLC.

Chairman Breternitz questioned the change in the recommendation. Mr. Rogers explained staff had always supported five years as a maximum term length for any management contract arrangement and said it was financially prudent to return in a five-year period and, if necessary, renegotiate. Chairman Breternitz asked if modification of the agreement was in the contract term for both parties. Mr. Rogers stated that was correct and that at any point the contract could be renegotiated. Chairman Breternitz asked if the County had a right to terminate if there were performance failures with the contractor. Mr. Rogers stated that was also correct. He noted that a contractor had a certain amount of days to “right the cause” and, if not, the contract could be terminated in 30 days.

In response to a question from Commissioner Weber, Mr. Rogers replied prior to the defeasance of the bond the current configuration allowed Washoe County to collect 100 percent of all revenues, which flowed through the County, and then pay 97.9 percent to the vendor. He said the amendment allowed for all the revenues to flow through the vendor. Next year a revenue sharing program would begin and then in 2014 a capital improvement fund would be implemented for the infrastructure of the course.

Chairman Breternitz asked if that 10-year stipulation was part of the original proposal by Cal-Mazz. Mr. Rogers stated that was a proposal by the vendor and not from staff. He said the proposal submitted to the Parks Commission was the five-and-five proposal.

Commissioner Humke inquired about the anticipated life for the capital improvement funds beginning in 2014. Mr. Rogers replied those had not been addressed at this point. Upon an executed contract, staff would begin those discussions with the vendor to identify a capital improvement plan for 2014-2020, but also for the immediate time. Commissioner Humke asked if the vendor would complete some of their own capital projects using their own funds. Mr. Rogers stated that had been discussed but he could not answer that specifically.

Mike Mazzaferri, Cal-Mazz Golf Management, LLC, reported he approached staff in 2009 to offer assistance in keeping the Sierra Sage Golf Course open. After the bid was again offered for the Golf Course, Cal-Mazz was awarded the bid based on the proposal, which was a business plan written for a 10-year period and accepted in the fall of 2009. After the initial lease contracts were drawn and reviewed, it was determined by the District Attorney’s Office that the County could not lease the course to Cal-Mazz because of specific Internal Revenue language within the bonds. However, they were able to take over the course on a short-term lease with a considerable risk. Mr. Mazzaferri remarked in the 20 months since they had managed the Golf Course, the debt had been paid off and the County’s Golf Enterprise Fund was healthier than it had been in years. He indicated the Golf Course was now a viable operation, but he hoped not to renegotiate after five years because it would take five years to make a profit. Mr. Mazzaferri said in 2010 revenue had increased by about \$300,000; however, the rates had lowered. He stated there were some major expenses in the near future that needed to be

completed and hoped the Board would consider what was best for the facility in the long-term. Mr. Mazzaferri thanked the staff and said this had been a team effort.

Commissioner Weber asked if the progress and what had been completed at the Golf Course could be reiterated. Mr. Rogers replied previous renovations, such as the kitchen and the restrooms had been completed by Washoe County. In terms of the parking lot, those infrastructure needs would be kept by the County if there was available funding. Commissioner Weber said the vendor had long-term plans, but the five-year term did not appear to be enough time for those long-term plans. Mr. Mazzaferri replied there were certain projects that needed to be completed and confirmed that some could not be completed under a five-year contract.

Chairman Breternitz asked again for an explanation of the five-year contract versus the 10-year contract. Mr. Rogers replied that the five-year plan gave the County and the vendor an opportunity to renegotiate or return to reopen issues. He noted that staff was not opposed to a 10-year contract, but felt what was presented to be most prudent.

In reference to a letter dated March 7, 2011, Commissioner Humke said it was noted that the new agreement included elimination of paragraph 18 which read, "Performance Bond-Elimination of this clause based on our history and performance over the last 17 months." He said there was no reason for insecurity on behalf of the County as a contractor and asked if that was correct. Mr. Mazzaferri stated that was a correct statement. Commissioner Humke asked what the cost was for a \$50,000 Performance Bond. Mr. Mazzaferri replied the cost would be 10 to 12 percent, and if the Performance Bond was required that would be acceptable, but was not a perfect process. Mr. Rogers stated that was a point of discussion and the Parks Commission stated that releasing the Performance Bond was not supported. While the vendor had performed amicably over the past 17 months, it was still felt to keep that in place as it would be with any vendor and noted at that point the vendor agreed to have that included.

In response to the call for public comment, John Coats suggested the contract be provided to the vendor without any riders. Since 1999, he said the Men's Club at the Golf Course had given approximately \$50,000 in scholarships. He noted that there was a Men's Club sponsored field trip planned to the Animal Ark Sanctuary for 92 children and that the North Valleys High School Golf Team was sponsored by the Men's Club. Mr. Coats said the list of intangibles was lengthy and encouraged the Board to provide a 10-year contract to Cal-Mazz.

Bob Jacobson, Park Commissioner, stated this contract provided for a lengthy discussion during the Parks Commission meeting. He said many of the issues were resolved and stated the motion from the Parks Commission meeting was to recommend to the Board of County Commissioners to approve an agreement for license and professional management services at Sierra Sage Golf Course with Cal-Mazz Golf Management LLC for full management of Sierra Sage Golf Course for a 10 year period.

He noted if the Parks Commission had a purpose, it was to make such a recommendation to the Board of County Commissioners.

Ralph Fellows, Sierra Sage Men's Club President, encouraged the Board to approve a contract for a 10 year period.

Commissioner Humke said the Performance Bond seemed to be an adequate compromise and felt the longer term would be appropriate.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that the amendment to the Agreement for License and Professional Management Services at Sierra Sage Golf Course with Cal-Mazz Golf Management, LLC for full management of Sierra Sage Golf Course for a ten (10) year period commencing on July 1, 2011 through June 30, 2021 be approved. It was further ordered that provisions be added for a Golf Percentage Fee to be paid to Washoe County and the implementation of a Capital Improvement Fee for the Golf Course and that the Chairman be authorized to sign the Agreement.

BLOCK VOTE

The following agenda items were consolidated and voted on in a block vote: Agenda Items 15, 16 and 21.

11-390 AGENDA ITEM 15 – WATER RESOURCES

Agenda Subject: “Recommendation to authorize Washoe County Department of Water Resources to advertise and solicit bid proposals for Sensus Flexnet units, water meter registers and associated components [estimated cost \$300,000 for Fiscal Year 2011/12]. (All Commission Districts.)”

There was no public comment on this item.

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

11-391 AGENDA ITEM 16 - SHERIFF

Agenda Subject: “Recommendation to approve Intrastate Interlocal Contract between Public Agencies: Washoe County, Washoe County Sheriff's Office Forensic Science Division and State of Nevada, Department of Public Safety, Office of the Director, to provide a Breath Alcohol Program for a 2-year term (July 1, 2011 through June 30, 2013 [income of \$258,040 for Fiscal Year 2012 and income of \$258,040 for Fiscal Year 2013]; and if approved, authorize Chairman to execute Interlocal Contract. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 16 be approved, authorized and executed. The Agreement for same is attached hereto and made a part of the minutes thereof.

11-392 AGENDA ITEM 21 – DISTRICT COURT

Agenda Subject: “Recommendation to approve Intrastate Interlocal Contract between Washoe County through the Second Judicial District Court of the State of Nevada in and for Washoe County and State of Nevada, acting by and through its Department of Health and Human Services, Division of Welfare and Supportive Services for the purpose of enforcing child support obligations, locating non-custodial parents, establishing paternity, obtaining child support and adjusting support orders (July 1, 2011 through June 30, 2014) [estimated budget for Fiscal Years 2011/12, 2012/13 and 2013/14 \$580,246 reimbursed through Federal Title IV-D Funds]; and if approved, ratify Chairman’s conditional signature and approval. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 21 be approved and ratified. The Intrastate Interlocal Contract is attached hereto and made a part of the minutes thereof.

12:10 p.m. The Board recessed.

12:55 p.m. The Board reconvened with Commissioner Jung absent.

11-393 AGENDA ITEM 17 - PARKS

Agenda Subject: “Recommendation to authorize the Public Works Department to bid the design and construction of Phase IV of the North Valleys Regional Park to include but not limited to: one Babe Ruth field and one Youth Softball field, [approximate \$1.5 million project with funding provided by the proceeds from the sale of water rights at Sierra Sage Golf Course]. (Commission District 5.)”

12:57 p.m. Commissioner Jung arrived.

Commissioner Weber felt it would be appropriate to continue and refer this item to the Regional Parks and Open Space Commission. She had concerns if the proposal for the two baseball fields should be brought forward or if the County could receive a better price if the bid was more inclusive.

Doug Doolittle, Regional Parks and Open Space Director, explained this item was to receive authorization to bid the design and construction of Phase IV of the North Valleys Regional Park. He said until the design was completed the cost was unknown.

Chairman Breternitz asked if these were the priority items for the Master Plan that was yet to be presented and accepted by the Board. In terms of any augmentation of the existing Master Plan, Mr. Doolittle stated these items had not been brought to the Parks Commission or the Board of County Commissioners. He said a Master Plan revision would be brought forward to the Board, but these were consistent with the priorities that had been in that area with the Master Plan work completed.

1:05 p.m. Commissioner Humke temporarily left the meeting.

In response to the call for public comment, Jim Galloway felt that the advice of the Parks Commission would be beneficial before considering the cost of certain improvements.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioners Humke and Larkin absent, it was ordered that Agenda Item 17 be continued until the June 28, 2011 Board of County Commission meeting.

11-394 AGENDA ITEM 18 – COMMUNITY DEVELOPMENT

Agenda Subject: “Introduction and first reading of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Amendment of Conditions Case Number AC11-002, to amend an approved Development Agreement (DA09-004), to extend the approval of Tentative Map TM05-011 until July 5, 2013 with a possible extension by the Director of Community Development until July 5, 2015. (Public hearing and second reading and adoption of the Ordinance to be set for May 24, 2011 at 6 p.m.). (Commission District 5.)”

Amy Harvey, County Clerk, read the title for Bill No. 1641.

There was no public comment on this item.

Bill No. 1641, entitled, "AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING AMENDMENT OF CONDITIONS CASE NUMBER AC11-002, TO AMEND AN APPROVED DEVELOPMENT AGREEMENT (DA09-004), TO EXTEND THE APPROVAL OF TENTATIVE MAP TM05-011 UNTIL JULY 5, 2013 WITH A POSSIBLE EXTENSION BY THE DIRECTOR OF COMMUNITY DEVELOPMENT UNTIL JULY 5, 2015," was introduced by Commissioner Weber,

and legal notice for final action of adoption was directed. It was noted that the second reading and adoption was set for May 24, 2011 at 6:00 p.m.

11-395 AGENDA ITEM 19 - FINANCE

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

John Sherman, Finance Director, said NRS 244A allowed a County to issue bonds for the purposes of financing a municipal bond bank, to assist local governments in the County by funding lending projects. He said the statute also required that before the County provided financing for a lending project, it must adopt a County Bond Bank ordinance and may provide in the ordinance the County’s standards, policies and procedures for financing lending projects. Mr. Sherman explained there was pending legislation, AB 238, that would amend Chapter 244A allowing the refunding of municipal securities not issued by the Bond Bank that were anticipated by amending provisions in the proposed ordinance if the bill was approved. The primary near-term focus of the County Bond Bank would be to facilitate the merger of the water business of the Department of Water Resources (DWR) and the Truckee Meadows Water Authority (TMWA) plus the debt financing needs of the Truckee River Flood Management Authority. He said any financing through the County Bond Bank would need approval from the County Commission.

1:14 p.m. Commissioner Humke returned.

Mr. Sherman said under a County Bond Bank a municipality would issue securities to the County Bond Bank. The County Bond Bank would concurrently issue securities in the capital market, the proceeds of which would be used to purchase the securities of the municipality issued to the bond bank and was called a “Lending Project.” The purpose of this transaction was to provide the municipality access to credit at a lower rate that would result due to the County’s higher credit rating. Mr. Sherman indicated that municipalities could only access the County Bond bank for the Infrastructure Projects specified in the ordinance. The Infrastructure Projects defined in the ordinance included:

- A Capital Improvement for fire protection, a building, a park or police protection that a municipality was authorized to improve, acquire or equip pursuant to a law other than the County Bond Law; or
- For a Water Authority, Wastewater Authority, Flood Management Authority or any municipality whose governing body was composed of only the members of the board, a capital improvement of:

- a) a water system,
- b) a water reclamation system;
- c) a flood management project; or,
- d) a sanitary sewer.

An important component of the proposed County Bond Bank ordinance included the policies, procedures and standards that would need to be followed. Mr. Sherman reviewed several policies, procedures and standards as included within the staff report.

Finally, Mr. Sherman explained that the bond bank law limited the total amount of debt by the County Bond Bank to an amount not exceeding 15 percent of the total assessed valuation of the taxable property of the County.

Commissioner Jung questioned how long this authorization had been in place for counties to have a bond bank. Mr. Sherman replied the State law was enacted in 1999. Commissioner Jung asked if this was the first time the County had ever considered a County Bond Bank. Mr. Sherman explained the only other county that had prepared a bond bank was Clark County, but this was the first proposal for Washoe County. He indicated there were two projects where discussion had occurred regarding the funding and financing. He said funding for the Truckee River Flood Management Authority could be through a County Bond Bank, otherwise that project would be issuing revenue-only debt that would have higher interest rates and more constrained requirements at a much higher rate to support that debt. He said the other project would be the merger of DWR and TMWA. Since there were a number of obligations by TMWA it may be economically advantageous to refinance those obligations to receive a lower cost of capital; hence, making the merger more viable.

Commissioner Jung said the Truckee River Flood Management Authority was a Joint Powers Authority (JPA) and asked if they had the ability to raise taxes. Mr. Sherman clarified they could raise fees not taxes. He said the fee structure went through a long analytical process, but the actual fee structure and what the fees were had not been decided. He said the Truckee River Flood Management Authority would be a new agency, so receiving an investment grade rating could be difficult. He explained if they had a lower credit rating that would make the interest charges higher resulting in higher fees to pay that interest charge. Commissioner Jung questioned why the County would be the middleman and asked if there were other mechanisms other than the County. Mr. Sherman indicated this was the only mechanism outside of the local government itself from issuing the directive. Commissioner Jung asked why the local government would issue that directive. Mr. Sherman replied that the County had a higher credit rating and by going through the County there would be lower interest rates. Commissioner Jung asked what would occur to the County's credit rating should this action occur. Mr. Sherman replied that was articulated in the policies, procedures and standards. He said the idea was not to have a negative impact on the County's credit rating, but that would depend on the circumstances of the case and the conditions the Board placed on a particular bond transaction. Commissioner Jung asked what would happen if the lender defaulted. Mr.

Sherman stated that would depend on the conditions set forth in the Lending Project. He said if the agency did not have the funds to repay the debt then a requirement could be placed on that agency to raise the rates to create the funds for repayment.

Chairman Breternitz questioned how Mr. Sherman would respond to the claim that this ordinance was designed for the County to take over the debt of a local municipality. Mr. Sherman explained the debt payment options and said there were very constrained limits on what the Board could do. He noted there was very little City of Reno debt that would fit into the requirements of a County Bond Bank. Chairman Breternitz said there had been a claim that County taxpayer funds would be used to enter into the lending business and asked for clarification. Mr. Sherman explained the mechanism of a County Bond Bank was the local government issued securities to the County, who in turn issued the securities to the capital market. The proceeds received from the people the County borrowed from would be given to the local government, and then the local government was pledged to pay a stream of revenue to the County for the amount of money on the annual debt service borrowed from the capital market. He said the County would be between the capital markets and the local government, but were not putting up any money, just putting up the County's credit rating. However, if the local government could not pay, then that debt would fall to the County, explaining the reason there was a narrow constrained purpose on how a County Bond Bank could be used.

Chairman Breternitz said in every case this program would be offered, the Board would have at least two instances to vote on that particular item as it went through the system. Mr. Sherman stated that was a correct statement and, in some cases, more instances. Chairman Breternitz asked if this process could jeopardize the County's ability to maintain programs within the County or pay their employees. Mr. Sherman replied it would be the municipalities charge to pay the debt and the County would be the middleman between them and the capital markets.

Commissioner Weber said the County had worked hard to achieve a good credit rating and questioned why that would be placed in jeopardy and at what expense to the County. Mr. Sherman replied the County would gain the ability to facilitate lowering the cost of government service in the County. He explained all the costs for the County, external and internal, would be paid by the municipality. With the application of this program, the County could manage the risk.

Katy Simon, County Manager, stated during the meetings of the Flood Project JPA many discussions occurred regarding what the County would be doing for the Flood Project and what others would be doing for that project. She explained the County was not contractually obligated by the JPA to provide this service and added this idea was not originated by the County.

In response to the call for public comment, Jim Galloway said when the County began refunding other projects that borrowed from the General Fund the County's credit rating could decrease because the County's debt would increase. He stated his strong opposition for the proposed ordinance.

Commissioner Jung said the County had a higher credit rating than the local municipalities and because of being so new the Truckee River Flood Management Authority had virtually no credit rating. She asked if that was a universal statement and/or best practices that counties had better credit ratings than municipalities. Mr. Sherman replied as a general observation that could be true because a county had a broader tax-base; however, there were some exceptions to that rule.

In response to a question from Commissioner Humke, Mr. Sherman replied the County could place conditions on a municipality if they wanted to use this service before any borrowing through the County Bond Bank would occur.

Chairman Breternitz asked if the ordinance could include a statement that any subsequent debt by a municipality would need to be approved by the Board of County Commissioners. Mr. Sherman said that could be a part of the standards under which debt would be considered and then if that entity entered into a transaction with the County, that would have to be a feature of the lending legal documents to be produced. Chairman Breternitz asked if a requirement existed for annual reporting of financials, reserves and payments, so the County would be aware if an entity was utilizing the bond bank. Mr. Sherman said there were State laws regarding financial reporting, but noted that feature could be placed in the ordinance. Chairman Breternitz said the concerns revolved around the risk and asked if there were any tools to protect the County. Mr. Sherman indicated there were features included where a portion of the debt service reserve could be required for a three-month advance, to begin accumulating their semi-annual principle, semi-annual interest payments and annual principle payments.

Commissioner Jung questioned if this ordinance were introduced, would it be forever since there was no time certain placed in the ordinance. Mr. Sherman explained an ordinance could be repealed at any point even after it had been used. He said the Board could constrain the proposed ordinance to specific infrastructure projects with specific types of financing more narrowly than allowed by State law and noted that the ordinance was modeled after State law.

Commissioner Weber stated she would not introduce the ordinance and believed that all five Commissioners should be present for this type of introduction. Commissioner Humke stated he would also not introduce the ordinance.

Amy Harvey, County Clerk, submitted a document from Mr. Galloway, which was directed to be placed on file with the Clerk.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 19 be tabled.

11-396

AGENDA ITEM 20 - FINANCE

Agenda Subject: “Recommendation to approve establishment of a fund balance policy that sets minimum fund balance levels in the General Fund for the purpose of stabilization at 1.5%, and for the purpose of sustainability of a working capital between 8% and 10%, and to establish the order of use of fund balance in all governmental funds; and if approved, authorize Finance to transfer the remaining balance of \$2,250,000 in the Stabilization Fund to the General Fund by June 30, 2011, for the purpose of providing a portion of the \$9.7 million fund balance investment needed to close the Fiscal Year 2011/12 budget deficit. (All Commission Districts.)”

John Sherman, Finance Director, said this item would establish a fund balance policy: setting minimum fund balance levels in the General Fund for the purpose of stabilization at 1.5 percent; for the purpose of sustainability of a working capital balance between 8 percent and 10 percent; and, to establish the order of use of the fund balance in all governmental funds, in accordance with the Government Finance Officers Association best practices. In order to be in compliance with the Government Accounting Standards Board Statement 54, the Finance Department needed authorization to transfer the remaining balance of \$2,250,000 in the Stabilization Fund to the General Fund by June 30, 2011, which would also provide a portion of the proposed \$9.7 million fund balance investment needed to close the Fiscal Year 2011/2012 budget deficit.

Katy Simon, County Manager, stated she supported the policy since this was an important part of the County’s financial sustainability and built into the balanced budget being presented to the Board.

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried with Commissioner Larkin absent, it was ordered that the establishment of a fund balance policy that sets minimum fund balance levels in the General Fund for the purpose of stabilization at 1.5 percent, and for the purpose of sustainability of a working capital between 8 percent and 10 percent, and to establish the order of use of fund balance in all governmental funds be approved. It was further ordered that the Finance Department be authorized to transfer the remaining balance of \$2,250,000 in the Stabilization Fund to the General Fund by June 30, 2011, for the purpose of providing a portion of the \$9.7 million fund balance investment needed to close the Fiscal Year 2011/12 budget deficit.

11-397

AGENDA ITEM 23 - MANAGER

Agenda Subject: “Discussion and possible direction regarding Manager’s recommended budget for Fiscal Year 2011/12. (All Commission Districts.)”

Katy Simon, County Manager, stated that the staff report outlined the efforts that moved the intended shortfall and the expected deficit from \$33.5 million to \$31.33 million, which came from the action of the employee groups and the Insurance Negotiating Committee redefining the health insurance plan design and increasing employee co-pays. She said the proposed Fiscal Year 2011/12 budget included the following elements:

- The budget was comprised of 23 Governmental Funds and six Proprietary Funds;
- Combined appropriations in the Governmental Funds, including Fund Balance and Transfers Out, total \$568,918,457;
- Estimated expenses in the Proprietary Funds total \$103,064,411;
- The property tax rate remains the same as last year at \$1.3917 per \$100 of assessed value, generating estimated property tax revenue of \$174,777,324 for all Governmental Funds;
- Consolidated tax revenue was estimated to be \$69,199,021 and all other revenues total \$132,052,178 for all Governmental Funds;
- The General Fund included \$266,754,000 in expenditures; contingency was budgeted at \$1,775,000, a special line item expenditure savings of \$5 million, named “Alternative Service Delivery: Fundamental Review Savings,” and \$19,860,576 in transfers to other funds;
- The proposed ending fund balance in the General Fund had two components: \$4 million reserved for stabilization (equivalent of 1.5 percent), and \$23.9 million unreserved (equivalent to 8.5 percent) for subsequent year cash flow; and,
- There were 2,657.7 full-time equivalent positions.

In general, Ms. Simon stated these were the responses presented from the departments for their targeted reductions.

In response to Commissioner Weber’s concerns about reductions in the Gerlach and Vya areas, Dan St. John, Public Works Director, replied the budget package recommended not closing the roadhouse in the Gerlach/Vya area, because the roadhouse was viewed by the residents of northern Washoe County as an integral and important asset for those citizens.

Ms. Simon noted the summary of the Governor’s proposed impacts to Washoe County was included and explained those impacts; however, the State’s budget impacts had not been incorporated into the recommended County budget. She said information had been received that the proposal to divert \$0.09 of property tax rate from Washoe and Clark County had been rejected by the Joint Money Committees, whether it would resurface in some other form would wait to be seen, but was welcome information for the County.

Commissioner Humke asked if the pre-sentencing investigation issue was a local option. Ms. Simon replied there was much debate regarding that issue and felt that

neither the Courts nor the County were anxious to have a local funding of a State provided service over which there was no management control.

Ms. Simon offered her gratitude to the department heads and the employees of the County for their collaborative effort that produced the budget solutions coming before the Board. She recognized the entire Finance Department for their tremendous work.

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

11-398 AGENDA ITEM 22 - MANAGER

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

Dave Childs, Assistant County Manager, reported there had been some dialogue about items that could be added to the Shared Services Committee including the Community Assistance Center and Regional Planning. He said the City of Reno took action to put Regional Planning on the Shared Services Elected Officials Committee rather than the subcommittee.

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

11-399 AGENDA ITEM 24 – MANAGEMENT SERVICES

Agenda Subject: “Overview and status of 2011 Washoe County Commission election district redistricting project. (All Commission Districts.)”

John Slaughter, Management Services Director, said this began the process of the 2011 Commission Redistricting Project. He distributed the 2011 Commission Redistricting Project Commission District 2010 Population, which was placed on file with the Clerk. As required by NRS 244.014(3), the County Commission must establish its new election districts with nearly equal populations, with each district composed of contiguous territory and as compact as possible. Mr. Slaughter stated that the U.S. Census Bureau released the first data from the 2010 Census on December 28, 2010 and showed that Nevada had the largest population gain, up 35.1 percent since 2000.

Mr. Slaughter said the following proposed criteria for redistricting were reflective of relevant State statute, as well as community interests as guidelines for the 2011 County Commission Redistricting Project:

- Commission districts should have equal population to comply with the “nearly equal as practical” requirement;
- Districts would be created in as compact a form as possible, and must be contiguous;

- The 2010 Census counts provided under Public Law from the U.S. Bureau of the Census would be used as the official source of population counts and demographic information for redistricting;
- Commission districts should retain the core of existing districts to the extent possible. For the purpose of the 2011 Redistricting Project, commission districts would be created using the 2001 Commission Districts as a benchmark;
- Commission districts should allow for representation of general areas of the County having similar or common interests or affinities. Geographic neighborhood and natural boundaries would be taken into account in the establishment of district lines and be used as diversions when practicable;
- Commission districts should be drawn to minimize public confusion with regard to voting precincts;
- Commission districts should coincide with other election districts wherever possible; and,
- Currently elected commissioner's home of record/residence would be retained within their district during redistricting.

Mr. Slaughter reviewed the proposed Commission Redistricting Project Schedule which would be culminated with a possible first and second reading of an ordinance in September 2011.

Commissioner Humke inquired on the impact of the Voter Rights Act on the redistricting efforts. Mr. Slaughter replied there were a number of states that were under the jurisdiction of the Department of Justice (DOJ) because of past practices on redistricting, but Nevada and Washoe County were not under that jurisdiction. In addition, staff needed to be watchful for ensuring that communities of interest remained together, such as various minority groups not being unduly split, not unduly "packing" a district and not moving so many into a district as to dilute their overall impact. Commissioner Humke asked if in-house legal counsel recommended opinions from outside counsel in regard to the expertise with the Voter Rights Act. Mr. Slaughter said at the present time staff felt that in-house legal counsel had the knowledge necessary in regard to the Voter Rights Act.

Chairman Breternitz inquired on the status of the statutory requirement when a County exceeded the 400,000 population mark and would then need to have seven commissioners. Mr. Slaughter said there were a number of State statutes that divide law in the State by population. Recently, AB 545 had a hearing that related to issues about the appropriateness of particular portions of statute and should those apply to Washoe and Clark counties, one being the number of commissioners. He said if the statute did not change all counties with a population over 400,000 and larger would have seven commissioners, but he anticipated that statute would be changed to a 700,000 population threshold.

Commissioner Humke asked if there was any impact on the Registrar of Voter's Office for the special election from the proposed redistricting schedule. Mr.

Slaughter replied that the proposed schedule should not have an impact on the Registrar's Office because their work would begin after redistricting was completed.

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

11-400 AGENDA ITEM 25 – GOVERNMENT AFFAIRS

Agenda Subject: “Discussion and possible direction to staff regarding legislation or legislative issues proposed by legislators, by Washoe County or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Washoe County. (All Commission Districts.)”

John Slaughter, Management Services Director, reviewed the 2011 bills of interest and Board positions. He said the Governor's budget impacts to Washoe County had a number of items under discussion and some had been proposed to be eliminated. He said that the Senior Citizen Property Tax Assistance had been discussed and recommended that not be pushed down to the counties; however, it was something that would not be funded by the State. He said the Joint Money Committees motioned that the Governor's proposal regarding the \$0.09 be rejected. In the discussion it was felt that those funds should be swept from all counties, not just Washoe and Clark.

SB 271 Mr. Slaughter said SB 271 would provide for the withdrawal of the State of Nevada from the Tahoe Regional Planning Compact. He said the sponsor of the bill had requested either a position or comments from the Board to the Legislature. Upon passage as currently drafted, the regulatory and planning control of the Nevada side of the Tahoe Basin would be returned to the Nevada Tahoe Regional Planning Agency (NVTRPA), which currently existed, but had a limited scope and authority. He said the responsibilities of the NVTRPA would then include developing the Regional Plan for the Nevada side of the Tahoe Basin to include conservation, recreation, land use, transportation, public facilities and ordinances that would be needed to cover such things as water clarity and zoning. In the proposal, Washoe County would retain representation both on the Planning Commission and the NVTRPA Board. He said the bill made various references to the California side of the operations and changed the make-up of the NVTRPA Board.

Mr. Slaughter said those who supported the bill provided testimony that believed the current model of planning and regulations for the Tahoe Basin was “broken” and exemplified by the lack of basin-wide environmental threshold achievement, a stalled regional plan update effort and that the 1987 Regional Plan expired in 2007. It was also believed that the current regulatory planning system “failed” to encourage a vibrant community for the residents and businesses of the Basin. He said the opponents discussed the need for the Tahoe Regional Planning Agency (TRPA) and the need for a bi-state effort, the fact that the environment did not recognize jurisdictional lines, impacts within the Basin fell on both sides of the State line, the possible lack of federal funding, lack of

cooperation between the states and the likelihood that litigation would continue whether it was a bi-state compact or a divided state process.

Mr. Slaughter said he received two letters, which were placed on file with the Clerk, a letter of support for the bill from the City of South Lake Tahoe and a letter from the Tahoe Chamber expressing their opposition.

Chairman Breternitz explained this was a huge issue for Washoe County. He questioned if this returned to a bi-state administration, who would be there to protect Lake Tahoe. He received a phone call from a representative of the sponsor of the bill who asked if certain things were changed, would the bill be supported. He responded that he could not speak for the Board, but in order for the discussion to move forward, new language needed to be presented. Since there were many unanswered questions, he said it would be hard to support the current bill.

Commissioner Humke said he could envision this bill having several amendments and would be inclined to support the bill because he had gained some insight from Senator John Lee. A possible outcome to such a bill could be converted to an interim study by the Legislature.

Commissioner Jung stated there was a need for a bi-state, multi-agency planning function in the Tahoe Basin because it was so fragile and an economic driver for the region. If there was no TRPA there would still be a need for some type of agency, and she felt it would be prudent to fix what was perceived to be broken instead of derailing the agency and attempting to gain consensus with a new agency or approach.

Chairman Breternitz stated he would not support the bill the way it was written. He said TRPA was about the environment and keeping Lake Tahoe a vibrant place to live. Mr. Slaughter said it may be beneficial for the County to provide guidance for what could be in the new language.

Commissioner Weber questioned the reasoning behind this bill. Mr. Slaughter replied no other bills were tied to this piece of legislation. He said the letter from the City of South Lake Tahoe expressed concerns from various constituents who approached the sponsors of the bill.

Commissioner Humke moved that the Board of County Commissioners support SB 271. Due to lack of a second, the motion failed.

Commissioner Humke moved that if changes were made to SB 271 and accepted by either house of the Legislature, the Board would support some action consistent with SB 271, such as sending the issue to a legislative interim study committee. For the purpose of discussion, Commissioner Weber seconded the motion.

Commissioner Weber said since the County had not been approached, she was concerned with this piece of legislation and had concerns about moving forward. She felt the bill sponsors should have spoken to the County.

Chairman Breternitz said he was not opposed to some type of legislation that would be logical and made sense. He said the language originally proposed had not been agreed to and it would be closed-minded to say the Board would not support any language; however, he believed the language needed to be seen before the Board would act. He remarked he was open to a positive and creative bill that improved the Tahoe Basin.

Chairman Breternitz said the bill did not speak to the impacts of Lake Tahoe if the Quagga Mussels were introduced. He said TRPA received federal funds and administered those funds along with State Lands Funds to oversee that program, which had been affective to date.

Commissioner Weber appreciated the Chairman's comments and noted she would not support the motion.

On call for the question the motion failed on a 1 to 3 vote with Commissioners Weber, Breternitz and Jung voting "no" and Commissioner Larkin absent.

In response to the call for public comment, Alex Kukulus spoke on SB 261. He said that bill offered an opportunity to merge some of the fire districts and felt it could be an option.

Mr. Slaughter explained SB 261 related to a fire district in Clark County and when the bill first came out it was all inclusive and applied to all counties in the State. He said Washoe County staff testified that the County was moving forward on specific regionalization of process and outcomes. He said the sponsor of the bill accepted an amendment that applied the legislation only to Clark County.

Commissioner Jung inquired on a bill that had been introduced regarding public comment and asked why that bill was not brought forward to the Board. Mr. Slaughter replied there had been several Open Meeting Law bills introduced. He explained AB 257 would require a public comment period at the beginning and end of a meeting and for every action item. As amended, it required public comment periods at the beginning and at the end of a meeting, but removed the requirement for public comment on every action item. He said staff's comment to the committee was that the County did not provide a comment period at the end of the meeting, but did provide a comment period for each item, if requested. Commissioner Jung said it would take out all language that there had to be public comment on action items and noted that she would not support that bill. Mr. Slaughter added that current statute did not require public comment on every item.

Melanie Foster, Legal Counsel, clarified that statute said there had to be one agenda item allowing for public comment. She said legally, except for public hearings, all public comments on action items could be omitted.

Commissioner Weber asked if there was an ability to have some enabling legislation or conversations to review the Truckee Meadows Regional Planning Agency. Mr. Slaughter said as a County all the deadlines had been passed, but there were other ways to have that occur. Katy Simon, County Manager, said that notion had been referred to the Shared Services Committee and at this point there was an action made to refer to the Shared Services Elected Officials Committee and make a recommendation to return to each of the governing bodies and to the Regional Planning Governing Board (RPGB) before the Board could submit anything for legislation.

Commissioner Weber questioned how the Board could make an impact at the Legislature regarding the budget impacts to the County. Ms. Simon said the Board had discussed the need to elevate the awareness to the Legislature regarding the impacts to the County and the suggestion that the Board go as a group. However, the suggestion of a Board member taking constituents to Carson City would be a better option. Ms. Foster said as group arrangements would be needed to provide a recorder and the Board would have to conduct themselves as a meeting. She noted it would be very problematic.

There was no additional action on this item.

11-401 AGENDA ITEM 32 – CLOSED SESSION

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

4:00 p.m. On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that the meeting recess to a closed session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220.

5:45 p.m. The Board reconvened with all members present.

11-402 AGENDA ITEM 26 – WATER RESOURCES

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

The Chairman opened the public hearing by calling on anyone wishing to speak for or against a proposed amendment to the boundaries of the Groundwater Remediation District (Central Truckee Meadows Remediation District). There being no response, the hearing was closed.

11-403 AGENDA ITEM 26 – WATER RESOURCES

Agenda Subject: “Introduction and first reading of an Ordinance amending Ordinance No. 1000 in order to change the boundaries of District No. 24 (Groundwater Remediation); and providing other matters relating thereto. (Second reading and adoption to be set for June 14, 2011 at 6 p.m.)”

Amy Harvey, County Clerk, read the title for Bill No. 1642.

Bill No. 1642, entitled, "**AN ORDINANCE AMENDING ORDINANCE NO. 1000 IN ORDER TO CHANGE THE BOUNDARIES OF DISTRICT NO. 24 (GROUNDWATER REMEDIATION); AND PROVIDING OTHER MATTERS RELATING THERETO,**" was introduced by Commissioner Weber, and legal notice for final action of adoption was directed. It was noted that the second reading and adoption be set for June 14, 2011 at 6:00 p.m.

11-404 AGENDA ITEM 26 – WATER RESOURCES

Agenda Subject: “Introduction and first reading of an Ordinance imposing a fee on the parcels of land in Washoe County, Nevada District No. 24 (Groundwater Remediation) to pay the costs of developing and carrying out a plan for remediation; and prescribing other matters relating thereto. (Second reading and adoption to be set for June 14, 2011 at 6 p.m.). (All Commission Districts.)”

Amy Harvey, County Clerk, read the title for Bill No. 1643.

Bill No. 1643, entitled, "**AN ORDINANCE IMPOSING A FEE ON THE PARCELS OF LAND IN WASHOE COUNTY, NEVADA DISTRICT NO. 24 (GROUNDWATER REMEDIATION) TO PAY THE COSTS OF DEVELOPING AND CARRYING OUT A PLAN FOR REMEDIATION; AND PRESCRIBING OTHER MATTERS RELATING THERETO,**" was introduced by Commissioner Weber, and legal notice for final action of adoption was directed. It was noted that the second reading and adoption be set for June 14, 2011 at 6:00 p.m.

11-405 AGENDA ITEM 28 – SOCIAL SERVICES

Agenda Subject: “Discussion and possible direction to staff regarding the County Commissioners’ potential role in governance of the Community Assistance Center and referral of Community Assistance Center policy-making and oversight to the Shared Services Elected Officials Committee. (All Commission Districts.)”

Kevin Schiller, Social Services Director, commented that there was a Request for Proposal (RFP) in process related to the contractor who would run the Shelter. He said when the Shelter originally opened, Washoe County Social Services provided three full-time staff members for case management. In addition, last year the Shelter was funded and the County had contributed \$1,340,520 towards the operation of

the Shelter. Mr. Schiller stated that the funding was contingent on the outcome of the 2011 Legislative Session.

Commissioner Weber requested those comments be made during the Shared Services Committee meeting.

Katy Simon, County Manager, said the discussion during the recent joint meeting referred this to the Shared Services Elected Officials Committee and, if needed, could be brought back to the Board for further discussion. Mr. Schiller said the key component was what role and/or what plan could be developed to transition the Shelter to a non-profit entity.

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

11-406 AGENDA ITEM 30 – COMMUNITY DEVELOPMENT

Agenda Subject: “Consideration of City of Reno Tier 1 Annexation Areas and potential comments by the Washoe County Commission to be forwarded to the Truckee Meadows Regional Planning Agency. (Commission Districts 1, 2 and 5.)”

Kim Robinson, Planner, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation highlighted the City of Reno Tier 1 areas, parcel information, impacts to County Fire Services, Public Works and road maintenance, Water Resources, Community Development and fiscal impacts to Washoe County and the City of Reno.

Ms. Robinson said that the City of Reno had applied to the Truckee Meadows Regional Planning Commission, sitting as the Annexation Committee, to annex the properties located in Tier 1 of the City of Reno 2010-2017 Annexation Program, passed by the Reno City Council on August 18, 2010 and found in conformance by the Truckee Meadows Regional Planning Agency on November 10, 2010. She highlighted the following points:

- That all properties were within the City of Reno Sphere of Influence (SOI) where the City had previously exerted extraterritorial jurisdiction;
- There were 342 parcels, of which 234 were developed, and 108 were vacant lots;
- Vacant land accounted for approximately 60 percent of the total land area proposed for annexation;
- Of the developed land, 47 percent of the parcels (110 in total) were residential with existing housing units;
- Based on Washoe County Assessor’s records, 64 of those housing units were currently utilizing septic systems and 55 were utilizing individual wells;
- According to research, Reno had a master plan designation on all of those parcels, and zoning had been applied to approximately 66 percent of the parcels;

- Approximately 24 percent of the parcels were in Transit Oriented Development (TOD) corridors, and 33 percent were in Regional Centers, as defined by the 2007 Truckee Meadows Regional Plan; and,
- Upon annexation, code compliance and business license responsibilities would shift from Washoe County (the County performs those duties in the Reno SOI) to the City of Reno.

Ms. Robinson said with the annexation of 342 parcels, some current existing service pockets in Reno would be eliminated, but some new pockets would also be created.

Chairman Breternitz clarified this was annexation of property within the Reno SOI. Ms. Robinson stated that was correct. She noted if the Board chose to make comments, those comments would be forwarded to the Annexation Commission, but the process currently outlined through NRS did not provide the County the opportunity to say “no” to an annexation.

Commissioner Humke inquired on the reference to the cost for fire services. Kurt Latipow, Fire Services Coordinator, said the statement within the City of Reno staff report indicated there was no cost to the City for the provision of fire service. Per the current formula in the Interlocal Agreement, whenever the City of Reno annexed portions within the Truckee Meadows Fire Protection District (TMFPD) there was a formula that resulted in a credit to the TMFPD. He said at first glance it appeared that credit equaled a cost to the City because it lowered the payment the District made to the City.

Commissioner Humke said there was an impact on the Sierra Fire Protection District (SFPD) and asked why that District was not present. Mr. Latipow replied he would be representing the SFPD for this item since he provided the research to the Community Development Department and shared those comments with SFPD Chief Michael Greene. He said the dollar amount for that impact was reflected in the staff report and noted it was the second piece that had been taken in recent months from the SFPD. Commissioner Humke asked if the dollar impact to the SFPD was approximately \$53,000 per year. Mr. Latipow stated that was correct. He said what appeared to be overlooked in the staff report from the City was that several parcels included in the proposed annexation were primarily served by the SFPD with that District being the closest resource, particularly in the Verdi area and down near Wedge Parkway. As part of the Standard of Cover process, extensive modeling had been done and those parcels that were part of the proposed annexation in Verdi could not be served consistent with the response time or performance objectives adopted by the County Commission.

Commissioner Humke said the impact to the taxpayer was that their property tax payment for fire services would decrease because those parcels would be included within the City; however, the SFPD would continue to provide the fire service and lose the revenue. Mr. Latipow replied the service would continue per the Automatic Aid Agreement, unless the Board directed otherwise, and brought up the discussion of

automatic aid and fairness, which was easier made on the TMFPD side than the SFPD side. Commissioner Humke asked if the Automatic Aid Agreement could be changed. Mr. Latipow said staff could be directed to re-craft that agreement, but Automatic Aid Agreements were part of an important safety net of service and service redundancy. He said changing one aspect of that Automatic Aid Agreement would have an impact throughout the entire system.

Commissioner Jung asked if the comments from the Board could encapsulate how the annexation in the SFPD area was a “death by 1,000 cuts” and provide the total amount of revenue lost due to that annexation. Also, if Mr. Latipow could provide the closest most responsive and responsible fire house even when annexation occurred.

Commissioner Weber shared her concerns about the proposed annexation. She said there was a regional plan that stated where growth would occur and noted that the annexation was taking place in the south portion of the County when it was supposed to take place in the north part of the County. She felt it would be advantageous to indicate what fire services would be provided for each of the proposed annexed properties. Mr. Latipow explained when the analysis was completed, the closest resource was reviewed and said the Verdi piece, with the exception of one small parcel, were all served in a more rapid fashion from the SFPD Station near Boomtown. He said the parcels near Grandview Terrace were within the SFPD and their first responder would be Station 13, when Station 10 was browned out. He said easier to analyze was the south end in Commission District 1 and served by TMFPD Station 14. For clarification, TMFPD Station 14 crew was fully funded by the City of Reno, which was part of the exchange made when Station 18 was built. He stated TMFPD Station 14 still belonged to the District and would be the first engine to respond to the annexation in the southern portion of the County.

Commissioner Weber questioned when the services, such as fire and water had to be proved-up. As to water and wastewater, Ms. Robinson replied that would occur at the time of development, but in proving-up services around police or fire she had not been able to identify when that would occur during the annexation process. Commissioner Weber inquired on the noticing aspects. Ms. Robinson said noticing occurred during the time of the City of Reno hearing, which was after the Annexation Commission hearing for the affected property owners. She said the Regional Planning Governing Board (RPGB) did provide noticing; however, the surrounding parcels to the areas that would be annexed would not be noticed. Commissioner Weber was concerned about that and felt the RPGB needed to consider a special noticing. She was also concerned about the Grandview Terrace community since it looked like the potential was there for that community to be an “island,” and asked if that was correct. Ms. Robinson agreed with Commissioner Weber and said those services were an island, in terms of fire and law enforcement, and potentially water and waste water. She said the Washoe County Sheriff’s Office (WCSO) were the responders in the County. Mr. Latipow said fire service to that area would not change unless there was an alteration to an agreement.

Commissioner Weber reiterated her concerns. She hoped the process could be slowed down so property owners could evaluate the good and the bad and be able to apply some input knowing that government entities would be paying attention and listening to the affected and surrounding properties.

Chairman Breternitz recalled that there were a percentage of property owners in a certain area that could appeal the annexation. Ms. Robinson explained how that could occur. Chairman Breternitz said there were numerous comments in the prepared staff documents that he agreed with and suggested the Board allow those points be distilled into bullets and passed along to the Annexation Committee. The comment had to stand on its own and he felt there should be some word-smithing. He recognized there were some comments made that the Board did not agree with, but did not think the Board should require the City of Reno to justify statements. Chairman Breternitz asked if any city had the ability to annex land when they could possibly not provide basic services. Ms. Robinson explained there were a number of factors that the Annexation Commission needed to review under annexation law 268.646, which was identified in the staff report. She said to some extent the language was broad, but there was nothing in NRS that described what the Chairman was asking specifically.

Chairman Breternitz said many of the parcels in the proposed annexation were developed and asked if law enforcement immediately transferred from the WCSO to the Reno Police Department. As written in NRS, Ms. Robinson said that would occur. Chairman Breternitz requested the parcels included in annexation contain by definition the roadways surrounding those parcels. He also requested answers to issues and concerns regarding code compliance. Ms. Robinson explained the County would conduct code compliance within the County portion plus the City of Reno regulations existed in the area. Since the City did not have the capacity to fulfill the compliance, County staff would conduct those capabilities under the Nuisance Ordinance.

Commissioner Weber commented that page 9 of the staff report stated Washoe County was requesting the following streets, surrounded by 50 percent or more by proposed Reno territory, be annexed by the City of Reno per paragraph 1 of NRS 268.636: McCabe Drive; Bishop Manogue Drive; Wedge Parkway (South of SR 431); and, White Creek Lane. She questioned if those property owners would be notified of the request being made and was concerned that the proper notification was not being conducted.

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

11-407 AGENDA ITEM 27 – COMMUNITY DEVELOPMENT

Agenda Subject: “To consider a request to amend the master plan designations from Suburban Residential (SR) to Rural Residential (RR) on ± 0.82 acres; and from Open Space (OS) to Rural Residential (RR) on ± 5.0 acres within the Southeast Truckee Meadows Area Plan, being a part of the Washoe County Master Plan. The subject property of this amendment request totals approximately ± 40.14 acres. The

property is located at the northeast portion of Hidden Valley, two miles east of the intersection of Pembroke Drive and S. McCarran Boulevard, between Clean Water Way and Man of War Drive, directly north of the Sharon Hills Subdivision. The subject property is within the unincorporated portion of the Washoe County Truckee Meadows Services Area (TMSA). The subject property is located within Section 23, T19N, R20E, MDM, Washoe County, Nevada. The property is within Washoe County Commission District 2 and within the Southeast Truckee Meadows Citizen Advisory Board boundary. (APN: 051-010-07) To reflect changes requested within this application and to maintain currency of general area plan data, administrative changes to the Southeast Truckee Meadows Area Plan are proposed. These administrative changes include: a revised map series with updated parcel base, and updated applicable text; and if approved, authorize the Chairman to sign the Resolution of the updated area plan after a determination of conformance with the Regional Plan by the Truckee Meadows Regional Planning Agency. (Commission District 2.)”

The Chairman opened the public hearing by calling on anyone wishing to speak for or against a request to amend the Master Plan designations from Suburban Residential (SR) to Rural Residential (RR) on ± 0.82 acres; and from Open Space (OS) to Rural Residential (RR) on ± 5.0 acres within the Southeast Truckee Meadows Area Plan, being a part of the Washoe County Master Plan.

Ken Krater, appellant, stated he was in favor of the amendment from the Planning Commission and the Southeast Truckee Meadows Citizen Advisory Board who both voted in favor of the project.

Commissioner Humke disclosed that he met with Mr. Krater to discuss the project.

The Chairman closed the public hearing.

On motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 27 be approved, authorized and executed after a determination of conformance with the Regional Plan by the Truckee Meadows Regional Planning Agency. It was further ordered that the noted administrative changes and one or more of the findings in accordance with Washoe County Development Code Section 110.820.15 for amendments made to the Master Plan be approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

11-408 AGENDA ITEM 31 – REPORTS AND UPDATES

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

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

Commissioner Weber stated that she would not be present for the Board meeting on May 16, 2011, but would be in attendance via telephone.

Commissioner Jung noted that the search had been completed for the new District Health Officer, contingent upon the finalization of the employment agreement.

Chairman Breternitz appreciated the list of Boards and Commissions as noted on the agenda under this item.

COMMUNICATIONS AND REPORTS

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

- 11-409** Correction letter dated April 4, 2011 to Fully Executed Contract No. 3443 Project No. SPI-080-1(066) and BR-080-1(166), on I-80 from 1.41 Miles East of the Painted Rock Interchange to 0.42 Miles East of the Fernley Grade Separation, Washoe, Storey and Lyon Counties, Q&D Construction Inc., Contractor. Originally submitted in April 2011.

FINANCIAL STATEMENT - QUARTERLY

- 11-410** Washoe County Clerk’s Quarterly Financial Report for the Third Quarter of Fiscal Year 2010/11.

REPORTS - QUARTERLY

- 11-411** Justice’s Court of Sparks Township Quarterly Report of Revenues Received during the quarterly period ending March 31, 2011 and for each month thereof.

- 11-412** Office of the Constable Incline Village/Crystal Bay Township Quarterly Report of Revenues Received during the quarterly period ending March 31, 2011 and for each month thereof.

- 11-413** Washoe County Sheriff Fiscal Year 2010/11 – Third Quarter Report of Civil Fees and Commissions.

BUDGETS – FISCAL YEAR 2011/12

- 11-414** City of Sparks - Tentative Budget.

- 11-415** City of Sparks Redevelopment Agency Area No. 1 - Tentative Budget.

- 11-416** City of Sparks Redevelopment Agency Area No. 2 - Tentative Budget.
- 11-417** Palomino Valley General Improvement District - Tentative Budget.
- 11-418** Reno-Sparks Convention and Visitors Authority (RSCVA's) - Tentative Budget.
- 11-419** Sun Valley General Improvement District - Tentative Budget.
- 11-420** Verdi Television District - Final Budget.
- 11-421** Washoe County School District - Tentative Budget.

* * * * *

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

JOHN BRETERNITZ, Chairman
Washoe County Commission

ATTEST:

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

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

RESOLUTION – Authorizing the Grant of Public Money to a Nonprofit Organization Created for Religious, Charitable or Educational Purposes


WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that \$18,432 in funding is needed to address the basic health care needs of the uninsured and underinsured of Incline Village; now, therefore, be it

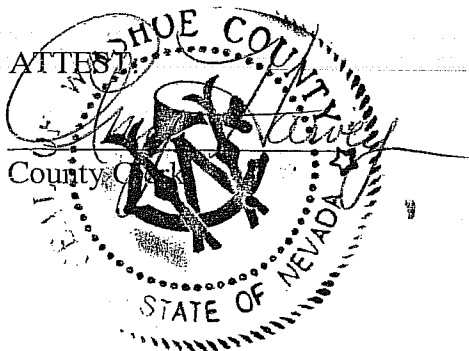
RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Incline Village Community Hospital Foundation, a nonprofit organization created for religious, charitable or educational purposes, a grant for December 2010 through June 30, 2011 in the amount of \$18,432 (Community Support).
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by providing basic health care to low income, uninsured, and underinsured clients living in the Incline Village area.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are as set forth in the Grant Program Contract, which Contract is attached hereto and incorporated herein by reference.

Adopted this 10th Day of May 2011.



John Breternitz, Chairman
Washoe County Commission



11-375

11/27/11

**WASHOE COUNTY, NEVADA
GRANT PROGRAM CONTRACT
FY 2010-2011**

THIS CONTRACT, entered into as of the 10th day of May 2011 by and between **Washoe County**, a political subdivision of the State of Nevada, existing under and by virtue of the laws of the State of Nevada (hereinafter referred to as the "County"), and **Incline Village Community Hospital Foundation** a nonprofit corporation having a business address located at 880 Alder Avenue, Incline Village, NV 89451 (hereinafter referred to as the "Grantee").

WITNESSETH:

WHEREAS, the County has funds, including in some cases being the recipient of Grant Funds, that will provide for the delivery of community needs in the Truckee Meadows; and

WHEREAS, as the recipient of Grant Funds pursuant to a Grant, or in making other funds available, County is undertaking certain activities, programs, and services as outlined in this contract; and

WHEREAS, the Grantee's legal status is as a recognized IRC 501(c) 3 nonprofit corporation, the Grantee is in good standing in its state of formation, and the Grantee agrees to provide the County with a certificate of good standing as a condition concurrent to this Contract, or, Grantee is a government agency; and

WHEREAS, in consideration of receipt of this funding, the Grantee agrees to abide by the terms and conditions of this Contract.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITION OF TERMS

- a. **The County Staff:** The County Staff consists of those persons working for Washoe County who are designated to administer the grant as identified below.
- b. **Program Measurable Outcomes:** The program measurable outcomes that are mutually agreed to by the County and the Grantee as outlined within the Contract to be met by the end of the Contract period.
- c. **Project Supervisor:** The project supervisor is the individual from the Grantee who will be responsible for the administration of the program and communications with the County Staff.

NOTICES

Communications and details concerning this Contract shall be directed to the following Contract representatives:

COUNTY

Washoe County

Gabrielle Enfield
Community Support Administrator
Manager's Office
P.O. Box 11130
Reno, NV 89520
775-328-2009
775-328-6185 Fax

GRANTEE

Incline Village Community Hospital
Foundation
Jessica Portnoy
Program Development Officer
P.O. Box 2508
Truckee, CA 96161
530-582-6317
530-550-5288 Fax

3. PROGRAM MEASURABLE OUTCOMES

- a. The Grantee shall do, perform and carry out, in a satisfactory and proper manner, as determined by County Staff, the following program measurable outcomes:

PROGRAM: Incline Village Family Health Clinic

Incline Village Family Health Clinic is being operated to ensure access for all community members in Incline and the surrounding area to primary care. This clinic provides staff to provide preventative health access directly or indirectly in collaboration with local, county, state and federal programs i.e. Women's Health Connection, Vaccines for Kids, WIC. Staff will also treat episodic conditions and chronic disease and facilitate referrals to higher level of care as needed and available.

Monthly/Quarterly Reports: Quarterly

Measurable Outcome

- 1. Provision of primary care to an average of 18 patients per day, operating one day per week.

Tracking Mechanism

Clinic will track the number of patients provided care.

Measurable Outcome

2. Fifty percent of patients will follow up with preventative health services as measured by female exams, mammogram or vaccine compliance, following USPHS guidelines.

Tracking Mechanism

Clinic will track the percentage of clinic patients that follow-up with preventative health services as measured by female exams, mammogram or vaccine compliance.

4. PROCEDURAL REQUIREMENTS

- a. The County Staff will monitor the performance of the Grantee against each of the program measurable outcomes listed herein.
- b. Substandard performance as determined by County Staff will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the County Staff, Contract suspension or termination procedures will be initiated.
- c. Program outcomes may be administratively modified by County staff if the Grantee provides sufficient justification in writing three (3) months prior to the close of the Fiscal Year 2010-11.

5. TERM

This Contract is in effect retroactive to December 1, 2010 and from that date through - June 30, 2011. All of the services required hereunder shall be completed by June 30, 2011.

6. COMPENSATION

With compliance to the requirements in this Contract, the Grantee shall be paid the dollar amounts outlined in the following budget requirements:

PROGRAM: Incline Village Family Health Clinic

TOTAL COST AMOUNT: \$18,432

Form of financial backup Grantee will provide: Copies of paid invoices, receipts and/or agency records of disbursements. Grantee will submit quarterly invoices to County. Each invoice will detail the work performed and the amount charged for that work pursuant to the Contract. County will review the request for payment and determine whether all of the required information is provided. Any deficiencies will be brought to Grantee's attention for correction.

Records of the Grantee's direct personnel and reimbursable expenses pertaining to the grant shall be kept in accordance with generally accepted accounting principles. County, or its authorized representatives, shall have the right to access these records, and any other directly related and pertinent books, documents, papers or other records. County shall also have the right to audit, and to make excerpts and transcripts from such books, documents, papers, or records. Such right of access and copying shall be granted upon 3 days prior written notice by County and shall survive the termination of this Contract for up to 3 years after final payment hereunder.

7. **METHOD OF PAYMENT**

- a. For services to be provided under this Agreement by Grantee County agrees to pay, EIGHTEEN THOUSAND FOUR HUNDRED AND THIRTY-TWO 00/100 (\$18,432) for the term which begins December 1, 2010 and ends June 30, 2011.
- b. If either party terminates this Agreement, and the effective date of such termination is other than the last day of a quarter, payment will be prorated for the portion of the quarter from the first day through the effective day of the termination.

8. **TERMS AND CONDITIONS**

- a. **Required Reports/Audits.** The Grantee agrees to file monthly, quarterly, or annual reports, whichever is outlined in this Contract.

An annual audit covering the grant year(s) in this Contract must be submitted to the County within 90 days of the end of the grant year.

NOTE: Audits must be completed by a certified public accountant and comply with all applicable standard accounting practices.

- b. **Required Project Record Keeping and Bookkeeping.** The Grantee agrees to provide for bookkeeping and record-keeping on a program basis using approved

bookkeeping and record-keeping systems and to retain program records for four years from the time of termination of this Contract. The bookkeeping and program records shall be open and available for inspection and audit at any time by the County Staff.

- c. **Personal Property.** All personal property purchased by the Grantee, with written prior approval of the County and with funds obtained pursuant to the Contract, shall be the property of the County unless otherwise provided in writing by the County.
- d. **Budget Changes.** The Grantee shall only make changes in the approved and executed budget with approval of County.
- e. **Purchase of Equipment and Supplies.** In the event Contractor uses the funds granted by this Contract to acquire or purchase equipment, supplies or services, Contractor shall abide by the following: where the estimated cost is between \$25,000 and \$50,000, Contractor must request bids from two or more persons capable of performing the contract, if available. If the estimated cost exceeds \$50,000, Contract shall advertise for bids. No lead-based paint is to be purchased or used on any project.
- f. **Lobbying.** The Grantee agrees that no funds received under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before Federal, state or local government.
- g. **Program Income.** Grantee agencies who derive income from their loan activities as a result of service provided through the usage of grant funds must identify to the County Staff, upon request, the amount of this income on a timely basis. The income will be used to reduce the amount requested from the Grantee for disbursement.
- h. **Disposition of Program Income.** At the end of the program year, County may require remittance of all or part of any unspent and uncommitted program income balances (including investments thereof) held by the Grantee.
- i. **Insurance Requirements.** The County has established specific insurance and indemnification requirements for agreements/ contracts with non-profit agencies to assure that reasonable insurance coverage is maintained. These requirements are contained in Exhibit A attached hereto and incorporated by reference herein. All insurance requirements must be complied with prior to any reimbursement for any program.

- j. **Health Insurance Portability And Accountability Act (HIPAA)** Grantee agrees to safeguard clients' protected health information in accordance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements. Grantee shall protect all health information that is created or received by grantee or made available in any form, including paper record, oral communication, audio recording and electronic medium. Grantee shall comply with the terms and conditions set for in Exhibit B, incorporated herein by this reference.
- k. **Legal Actions Against Grantee.** If any legal action is filed against the Grantee, the Grantee shall immediately notify County staff.
- l. **Assignment of Contract.** It is agreed by and between the parties hereto that neither this Contract nor any part thereof may be assigned by the Grantee, and that in the event that the Grantee does so assign, the County Staff may, at their option, terminate this Contract and be relieved of further obligation to the Grantee.
- m. **Grounds for Reduction of Compensation or Termination of the Contract.** The County Staff reserves the right to terminate this Contract or to reduce the Contract compensation amount upon written notification to the Grantee that any one or more of the following has occurred:
 - (1) Failure of the Grantee to file monthly/quarterly/annual (whichever is required) reports by the 7th day of each month, or the 15th day after the end of the quarter or year (whichever is appropriate);
 - (2) Failure of the Grantee to meet any standards specified in this Contract;
 - (3) Expenditures under this Contract for ineligible activities, services, or items;
 - (4) Failure to comply with written notice from County Staff of substandard performance in scope of services under the terms of this Contract;
 - (5) Failure of the Grantee to keep accounts and records showing the disposition of the money provided pursuant to this contract;
 - (6) Grantee employees, officers or its designees or agents using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties;

- (7) Failure of the County or the Grantee to secure or obtain other funding from sources which are needed in combination with the grant funds provided by the County to completely carry out the programs provided in this Contract;
- (8) If Grantee receives funds from other sources prior to or during the program year to cover costs under this Contract, the County Staff reserves the right to reduce the Contract amount;
- (9) Failure of the Grantee to pay debts owed to the County or other debts when due; or
- (10) Failure of the County to appropriate or budget money for the purposes specified in this contract.

m. **Personnel.**

- (1) The Grantee represents that it has hired or will hire all personnel required in performing the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the County.
- (2) All of the services required hereunder will be performed by the Grantee, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.

n. **Compliance with Laws.** The Grantee agrees to follow all federal, state and local laws pertaining to the operation of said agency, including without limitation, all applicable sanitation, health, and safety standards. Further, Grantee shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances that are applicable medical and patient records.

o. **Funding.** Funding under this grant is to be used only for eligible and approved activities.

p. **Integration.** This Contract, including the Recitals, and Exhibit A constitute the complete and integrated agreement between the parties with respect to the matters recited herein, and supersedes any prior or contemporaneous written or oral agreements or understandings with respect thereto.

q. **Amendment; Waiver.** This Contract shall not be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by duly authorized representatives of the parties. No additional grants, monetary increase amendments, or time extension amendments, will be approved unless all

financial and performance reports are current. No waiver of any other provisions of this Contract shall be deemed to be a waiver of any other provisions, regardless of similarity, and no waiver shall constitute a continuing waiver. Forbearance or failure to declare a default or pursue a remedy shall not constitute a waiver except as provided in this Contract.

- r. **Drafting Presumption.** The parties acknowledge that this Contract has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the County as the drafter of this Contract.

9. **JURISDICTION AND GOVERNING LAW**

It is understood and agreed by and between the parties hereto that this Contract shall be deemed and construed to be entered into and to be performed in the County of Washoe, State of Nevada, and it is further understood and agreed by and between the parties hereto that the laws of the State of Nevada shall govern the rights, obligations, duties and liabilities of the parties to this Contract and also govern the interpretation of this Contract. In the event that litigation ensues arising out of this Contract, it shall be filed in the Second Judicial District Court, Washoe County, Nevada

10. **OTHER PROVISIONS**

During the performance of this Contract, the Grantee must follow:

- a. **Equal Employment Opportunity.** The Grantee will not discriminate against any employee or applicant for employment or individual receiving the benefit of the Grantee's services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended).
- b. **Business and Employment Opportunities for Lower Income/ Minority Residents.** To the greatest extent feasible, the Grantee will provide opportunities for training and employment to lower income/minority residents of the program area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
- c. **Non-discrimination.** Grantee will provide services to all persons without regard to race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability.

- d. **Staff with Access to Minors and/or information regarding minors.** The Grantee agrees that, as a condition of employment, a background investigation will be completed pursuant to NRS 179A.180, et seq., for all staff members who have access to minors and/or information regarding minors.

11. AUTHORITY TO ENTER INTO CONTRACT.

The undersigned person signing as an officer on behalf of the Grantee, a party to this Contract, hereby warrants and represents that said person has actual authority to enter into this Contract on behalf of said Grantee and to bind the same to this Contract, and, further, that said Grantee has actual authority to enter into this Contract and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date entered into on the first page hereof.

INCLINE VILLAGE COMMUNITY HOSPITAL FOUNDATION

By: Cynthia Bette CFO
Chairperson, Board of Directors

By: Maulson
Executive Director

WASHOE COUNTY

By: [Signature]
John Breternitz, Chairman
Washoe County Commission

APPROVED AS TO FORM ONLY:

By: Melanie Foster
District Attorney

Attest: [Signature]
Washoe County Clerk

14/06/07

Exhibit A**NONPROFIT AGENCIES****INTRODUCTION**

Washoe County has established specific insurance and indemnification requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT ORGANIZATIONS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY RISK MANAGER DIRECTLY AT (775) 328-2071.

INDEMNIFICATION AGREEMENT

ORGANIZATION agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to ORGANIZATION'S property, caused by the omission, failure to act, or negligence on the part of ORGANIZATION, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by ORGANIZATION, or by others under the direction or supervision of ORGANIZATION.

In the event of a lawsuit against the COUNTY arising out of the activities of ORGANIZATION, should ORGANIZATION be unable to defend COUNTY due to the nature of the allegations involved, ORGANIZATION shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of ORGANIZATION.

GENERAL REQUIREMENTS

ORGANIZATION shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by ORGANIZATION. ORGANIZATION may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for ORGANIZATION or any Sub-consultant by COUNTY. ORGANIZATION agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for ORGANIZATION and any sub-consultants used pursuant to this Agreement.

Should ORGANIZATION be self-funded for Industrial Insurance, ORGANIZATION shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and ORGANIZATION that ORGANIZATION shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at ORGANIZATION'S sole cost and expense.

MINIMUM LIMITS OF INSURANCE

ORGANIZATION shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: \$0 per claim and as an annual aggregate.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of ORGANIZATION, including COUNTY'S general supervision of ORGANIZATION; products and completed operations of ORGANIZATION; premises owned, occupied or used by ORGANIZATION; or automobiles owned, leased, hired, or borrowed by ORGANIZATION. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
2. ORGANIZATION'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of ORGANIZATION'S insurance and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.

4. ORGANIZATION'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning ORGANIZATION and insurance carrier. COUNTY reserves the right to require that ORGANIZATION'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

ORGANIZATION shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUBCONTRACTORS

ORGANIZATION shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. ORGANIZATION shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by ORGANIZATION, any Subcontractor, or anyone employed, directed or supervised by ORGANIZATION.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the ORGANIZATION may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
3. In addition to any other remedies COUNTY may have if ORGANIZATION fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order ORGANIZATION to stop work under this Agreement and/or withhold any payments which become due ORGANIZATION hereunder until ORGANIZATION demonstrates compliance with the requirements hereof;

- b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of ORGANIZATION if under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
- c. Terminate the Agreement.

Exhibit B

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
BUSINESS ASSOCIATE AGREEMENT
BETWEEN

INCLINE VILLAGE COMMUNITY HOSPITAL FOUNDATION
Hereinafter referred to as "Covered Entity"

and

THE COUNTY OF WASHOE
Hereinafter referred to as "Business Associate"

This agreement is entered into between Covered Entity and Business Associate, effective upon signature.

Business Associate acknowledges and agrees that all protected health information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic medium by Covered Entity or its operating units to Business Associate on Covered Entity's behalf shall be subject to this agreement.

OBLIGATIONS AND ACTIVITIES OF the BUSINESS ASSOCIATE

1. Business Associate agrees to not use or disclose Protected Health Information other than as permitted by this Agreement or as Required by Law.
2. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided by this Agreement.
3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
4. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
5. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
6. Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner as set forth in the contract's Inspection and Audit provisions, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
7. Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner as mutually agreed between the parties.
8. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or the Secretary, in a time and manner as set forth in the contract's Inspections and Audit

provisions or designated by the Secretary, for the purpose of the Secretary determining Covered Entity's compliance with the Privacy Rule.

9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual in accordance with 45 CFR 164.528.
10. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner as set forth in the contract's Inspection and Audit provisions, information collected in accordance with the previous section of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

PERMITTED USE AND DISCLOSURES BY BUSINESS ASSOCIATE

General Use and Disclosure Provisions (1. and 2. are alternative approaches)

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

OBLIGATIONS OF COVERED ENTITY

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

PERMISSABLE REQUESTS BY COVERED ENTITY

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

TERM AND TERMINATION

1. TERM:

The Term of the Agreement shall extend beyond the termination of the contract and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created and received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination.

2. EFFECT OF TERMINATION

- a. Except as provided in paragraph (b.) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from (Covered Entity), or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to (Covered Entity) notification of the conditions that make return or destruction infeasible.

Upon a mutual determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

1. AMENDMENT: The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No 104-191.
2. SURVIVAL: The respective rights and obligations of Business Associate under EFFECT OF TERMINATION of this Agreement shall survive the termination of this Agreement.
3. INTERPRETATION: Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

RESOLUTION

A resolution requesting the assistance of the attorney general in the possible prosecution of a male over the age of 18 for alleged criminal abuse of a minor child and other matters properly related thereto;

WHEREAS, the Office of the District Attorney is responsible for the prosecution of certain criminal offenses which have occurred within the County of Washoe and has recently been handling the prosecution of a case involving potential charges of alleged criminal abuse of a minor child against Nick Masten of Reno, Nevada; and

WHEREAS, During the further investigation of the case it was discovered that Mr. Masten's alleged victim is a close relative of an employee of the Washoe County District Attorney's office at all times relevant to the potential criminal case and that employee may eventually have to testify as a witness; and

WHEREAS, it is essential in our judicial system that the conduct of the prosecutor remain free of any appearance of conflict of interest or impropriety and if the Washoe County District Attorney's Office proceeds with the prosecution of Nick Masten, there may be some suggestion of impropriety or conflict of interest,

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

1. That in accordance with the provisions of NRS 228.130,

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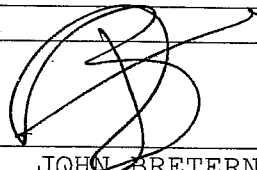
the Nevada Attorney General is hereby requested to assume complete responsibility for the handling of the criminal prosecution of Nick Masten for alleged criminal abuse of a minor and related charges.

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

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

ADOPTED this 10th day of May, 2011,
by the following vote:

AYES: Weber - Breternitz - Jung - Humke
NAYS: none
ABSENT: LARKIN
ABSTAIN: none



JOHN BRETERNITZ, Chairman

ATTEST:

Amy Harvey
AMY HARVEY, County Clerk

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Department of Public Safety, Office of the Director
555 Wright Way
Carson City, NV 89711
775 684-4698

And

Washoe County Sheriff's Office – Forensic Science Division
911 Parr Blvd.
Reno, NV 89512
775 328-2810

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 SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION** hereinafter set forth are both necessary to the **DEPARTMENT OF PUBLIC SAFETY – OFFICE OF THE DIRECTOR** and in the best interests of the State of Nevada;

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective July 1, 2011 to June 30, 2013, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
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 AA: SCOPE OF WORK
7. **CONSIDERATION.** WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of not more than two

1-591

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hundred fifty-eight thousand forty dollars and no cents (\$258,040.00) each for fiscal year 2012, (July 1, 2011 – June 30, 2012) and fiscal year 2013 (July 1, 2012 – June 30, 2013) with the total Contract or installments payable: upon receipt of invoice not to exceed five hundred sixteen thousand eighty dollars and no cents (\$516,080.00). Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States a 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.

This space left blank intentionally.

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

Washoe County Sheriff's Office

Mark Haley
Washoe County Sheriff's Office
Date 4/19/11

Sheriff
Title

Washoe County

By: [Signature]
Chairman
Washoe County Board of County Commissioners

May 10, 2011
Date

ATTEST:

[Signature]
Washoe County Clerk

Nevada Department of Public Safety

Director, Department of Public Safety

Date

Mark Teska, Administrator, Administrative Services

Date

Signature -- Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On _____
(Date)

Approved as to form by:

Deputy Attorney General for Attorney General, State of Nevada

On _____
(Date)

ATTACHMENT AA: SCOPE OF WORK

The parties agree that the services to be performed are as follows: The Washoe County Sheriff's Office Forensic Science Division will provide the services set forth herein to implement the breath alcohol testing regulations prescribed by the Committee on Testing for Intoxication in the Counties of Washoe, Humboldt, Elko, Pershing, Lander, Eureka, Churchill, White Pine, Storey, Lyon, Carson City, Douglas, and Mineral. Services are to be provided within full compliance of the provisions set forth in NRS 484C 600-640 and NAC 484.590-715.

- a. Provide qualified Forensic Analysts of Alcohol personnel who are certified by the Nevada Department of Public Safety to administer the breath alcohol testing regulations prescribed by the Committee on Testing for Intoxication.
- b. Provide cross-training to qualified individuals to become certified as Forensic Analysts of Alcohol as needed to maintain required availability.
- c. Provide approved training courses to all law enforcement personnel seeking to become certified as preliminary breath test instructors and certified and recertified as evidential breath test operators as required throughout the law enforcement community to meet ongoing need.
- d. Certified Forensic Analysts of Alcohol will maintain required calibration of evidential breath testing devices used by law enforcement personnel according to the regulations prescribed by the Committee on Testing for Intoxication. Calibrations will be performed at least once every 90 days as prescribed by law.
- e. Provide certified aqueous alcohol solutions as required to meet the need and availability to all law enforcement users of evidential and preliminary breath testing devices for checking the accuracy of those devices.
- f. Provide repair and maintenance services for preliminary and evidential breath testing devices as necessary to maintain accurate and reliable devices for use by law enforcement agencies.
- g. Maintain ongoing records on the accuracy, reliability, repair, and calibration of each individual evidential and preliminary breath testing device for which the laboratory is responsible. These records are to be available for inspection by the Department of Public Safety upon request.
- h. Provide expert testimony in judicial and administrative proceedings regarding the operation, calibration, accuracy, and use of evidential and preliminary breath testing devices.
- i. Upon receipt of a request from the Director of the Department of Public Safety or his designee, provide scientific evaluation regarding the accuracy and reliability of breath testing devices (evidential, preliminary, and interlock) not presently approved for use in the State of Nevada, and issue to the Director, a comprehensive report and evaluation of such instruments.
- j. On or about April 15, July 15, October 15 and January 15 of each year provide the Director of the Department of Public Safety a quarterly statistical report on the number of evidential and preliminary breath testing devices calibrated, maintained and repaired to include: Date of calibration, serial number, the agency services were provided to and location of the device.

- k. On or about April 15, July 15, October 15 and January 15 of each year provide the Director of the Department of Public Safety a quarterly statistical report to include: Number of Officers trained for certification as evidential breath test operators and preliminary breath test instructors and identify from which law enforcement agencies the officers were trained, number of court cases, and miles traveled in the course of duties.
- l. Invoice the Department of Public Safety on a monthly basis for one-twelfth of the agreed upon contract amount.
- m. All reports and communications are to be directed to:

Contracts Manager
Department of Public Safety
555 Wright Way
Carson City, NV 89711
775-684-4698

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Department of Health and Human Services
Division of Welfare and Supportive Services
1470 College Parkway
Carson City, NV 89706

And

Washoe County through the Second Judicial District Court of the State of
Nevada in and for Washoe County
PO Box 30083
1 South Sierra Street
Reno, NV 89520

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

WHEREAS, it is deemed that the services of The Second Judicial District Court of the State of Nevada, hereinafter set forth are both necessary to Division of Welfare and Supportive Services (DWSS) 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. This Interlocal Contract is not in effect until approved by the State of Nevada Board of Examiners.
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. "Court" and "County/City" are used interchangeably throughout this contract and both are responsible parties under the terms of this contract.
3. CONTRACT TERM. This Contract shall be effective July 1, 2011 to June 30, 2014, 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), at any time without cause upon provision of sixty (60) days notice in writing to either party; or in the event of: (1) material breach of this contract by either party; (2) failure to take corrective action; (3) termination of the program established by Congress in Title IV-D of the Social Security Act; (4) any significant change in federal or state funding provisions. Termination will be effective sixty (60) days after written notice is received by the other party. DWSS shall reimburse the Judicial District Court for costs incurred pursuant to this contract through the last effective date of this contract, unless Section III. E of Attachment A of this contract applies. 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.

11-25-10

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: NOTICE/APPEAL PROCESS

ATTACHMENT C: BUDGET ANALYSIS

7. CONSIDERATION. The Second Judicial District Court of the State of Nevada agrees to provide the services set forth in paragraph (6) at a cost to be determined per Attachment C and not to exceed: **\$580,246; \$175,301 for FY 12, \$192,831 for FY 13 and \$212,114 for FY 14 or the approved annual budget, whichever is less.** Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

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

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

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

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

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. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law 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.

**ATTACHMENT A
SCOPE OF WORK**

WHEREAS, Title IV, Part D (Title IV-D), 42 USC § 651, authorizes an appropriation for each fiscal year for the purpose of enforcing support obligations owed by non-custodial parents to their children, locating non-custodial parents, establishing paternity, obtaining financial and medical support, and adjusting support orders; and

WHEREAS, the Child Support Enforcement Program (CSEP) within the Division of Welfare and Supportive Services (DWSS) , has been designated the single and separate organizational unit to develop and administer the Nevada State Plan pursuant to Title IV-D, 42 USC § 654; and

WHEREAS, Title IV-D, 42 USC § 654(7) authorizes DWSS to enter into interlocal contracts with appropriate courts and law enforcement officials to implement an efficient statewide system to meet the purposes of this Act; and

WHEREAS, Title IV-D, 42 USC § 666(a)(2) requires expedited processes for establishing paternity and establishing, modifying and enforcing support obligations and 42 USC § 666(c) more specifically defines this obligation; and

WHEREAS, the NRS authorizes the District Courts of the State of Nevada to take evidence, hear arguments, and issue orders regarding establishing paternity, securing financial and medical support, adjusting support orders, enforcing and recovering support debts for children who may or may not be receiving public assistance; and

WHEREAS, the NRS and Title IV-D of the Social Security Act require DWSS attempt to establish paternity, secure financial and medical support, and recover support debts for children who may or may not be receiving public assistance; and

WHEREAS, DWSS may carry out its responsibilities through, and in coordination with, the District Courts of the State of Nevada in connection with this contract, under the authority of NRS 277.180; and

WHEREAS, the Title IV-D CSEP offers Federal Financial Participation (FFP) in the form of reimbursements with which to plan, coordinate, and improve financial and medical support enforcement services to Nevada's children and taxpayers; and

WHEREAS, the Title IV-D CSEP requires the development of an effective and efficient system to assist children in obtaining and securing their birth rights.

NOW, THEREFORE, the parties agree as follows:

- I. The JUDICIAL DISTRICT COURT(S) agrees:
 - A. To recruit and appoint Court Masters pursuant to NRS 3.405 and NRS Chapter 425 to hold hearings on matters related to paternity, financial and medical support establishment and payment of support in accordance with the purposes of CSEP.
 - B. To appoint a sufficient number of substitute Court Masters to maintain an uninterrupted court calendar in the event the primary Court Master is unavailable.
 - C. To consult with the Chief of the CSEP prior to appointment of Court Masters.
 - D. To ensure Court Masters recommendations are compliant with federal and state laws and regulations.

- E. To permit authorized state and federal personnel to monitor and/or audit the activities, procedures, cases, and accounting records that are subject to this contract, and to develop correctional plans to rectify any exceptions noted in monitoring and/or audit reports that place them out of compliance with this contract or federal/state statutes and regulations.
- F. To ensure through its own court resources and processes: (1) expedited process time frames pursuant to NRS 3.415 are met, and (2) pursuant to NRS 425.3844, it shall approve or reject a master's recommendation for modification(s) within ten (10) days after expiration of the objection time period.
- G. To ensure compliance with 45 CFR Part 300, et. seq. which may be viewed at www.access.gpo.gov/nara/cfr/waisidx_03/45cfrv2_03.html (Note this website is not maintained by the DWSS and is subject to change by the U.S. Government Printing Office.)
- H. To pay the unmatched portion of FFP of the allowable costs (County Share) for expenditures which exceed the annual budget approved by the Chief of CSEP.
- I. To conduct a master's court in which the plaintiff/obligor and the defendant/obligee are both given the opportunity to present their side with or without attorney representation.
- J. In IV-D actions brought before the master, cases will be presented pursuant to NRS 425.3852 and a program representative may participate telephonically or by video conferencing whichever is available to present cases before the master.
- K. To submit a budget annually to DWSS for approval. During even numbered years, projected two-year budgets must be provided. The budget projection will commence on July 1 of the even numbered years and end on June 30 two years later. This information will be used to obtain authority from the state legislature for reimbursements.
- L. To limit any claims for reimbursement to those costs for hearings held under the "master system" meeting the purpose of CSEP. Total expenditures shall not exceed the yearly estimated budget as approved by the Chief of CSEP or designee, and subject to work program authority granted pursuant to the State Budget Act, NRS 353.150 to 353.246, inclusive. Any expenditure exceeding yearly budgeted amounts will not be reimbursed by the DWSS. An annual budget must be submitted pursuant to Attachment C attached hereto.
 - 1. Court Masters actual time spent preparing for court, in court, preparing recommendations, in travel status, participating in program related training and/or performing policy analysis may be reimbursable when included as part of the budget approved by the Chief of CSEP or designee.
 - 2. Costs not included in the annual budget approved by the Chief of CSEP or designee are not reimbursable without the approval of the Chief prior to the expense being incurred.
 - 3. A monthly IV-D master claim form, as provided by the Chief of CSEP must be completed, approved by the District Court Judge or designee and submitted to the Chief of CSEP before reimbursement can be paid.
 - 4. All masters' requests for training shall be submitted on a travel request form attached hereto and hereby incorporated by reference, to the Chief of CSEP. If approved, the master must submit a travel expense form, attached hereto and incorporated by reference, to the Chief of CSEP before reimbursement can be paid.

- M. To submit an invoice to DWSS CSEP, 1470 College Parkway, Carson City, Nevada, 89706 for reimbursement of services not later than the 20th calendar day of the month following the month service was provided. Expenses which are more than 90 calendar days older than the date the reimbursement claim is submitted will be considered stale and rejected from reimbursement consideration.
- N. Federal statutes, regulations and policies established for all state IV-D programs will be complied with to the extent they do not violate the U.S. Constitution and the Nevada Constitution. This includes, but is not limited to, the federal requirements for review and adjustment as part of the state IV-D program.
- O. Any equipment or furniture purchased with CSEP/federal funds must be clearly marked and all purchasing records prepared so as to identify CSEP as the source of funds for the purchase. An inventory must be developed based on these records, which identifies where the items are being stored or used in the office. If the Judicial District Court ceases to offer services under this contract, all equipment and furniture purchased must be properly accounted for before first being offered to the Chief of CSEP or disposed of according to federal statutes, regulations, and the CSEP manual.
- P. Any administrative and/or cost recovery amount or program must be approved by the Chief of CSEP or designee prior to implementation.
- Q. Must provide services to all interstate and intrastate cases, whether public assistance/referred under state assignments (45CFR 301.1, i.e. TANF, Title IV-E Foster Care, Medicaid only cases, et. al.) or non-public assistance in an equal manner. This standard includes all services in UIFSA [NRS Chapter 130], parentage, enforcement and modification of court orders.
- R. The parties agree to adhere to all case processing time frames and procedures in 45 CFR Chapter 300, including, but not limited to:
 - 45 CFR 303.4 Establishment of Support Obligations
 - 45 CFR 303.5 Paternity Establishment
 - 45 CFR 303.6 Enforcement of Support Obligations
 - 45 CFR 303.8 Review and Adjustment
 - 45 CFR 303.31 Securing and Enforcing Medical Health Insurance
 - 45 CFR 303.100 Income Withholding
 - 45 CFR 303.101 Expedited Service
- S. The expenditure of funds under this program are subject to the annual audit requirements under the Single Audit Act of 1984 (P.L. 98-502) and the Office of Management and Budget Circular A-133 (Audit of States, Local Governments, and Non-Profit Organizations). OMB A-133 states in part: non-federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provision of this part.

II. DWSS Agrees:

- A. To pay the unmatched portion of FFP of the allowable costs (state share) based upon the budget approved by the Chief of CSEP within 30 days of receiving and approving reimbursement requests, for current billings. The amount for the Judicial District Court shall not exceed the yearly estimated budget as approved by the Chief, and subject to work program authority granted pursuant to the State Budget Act, NRS 353.150 to 353.246, inclusive.

- B. To submit the total cost of the master's system to the federal program for reimbursement. DWSS agrees to reimburse THE JUDICIAL DISTRICT COURT(S) by installments, as documentation of actual costs and travel claims are submitted to the Program within 30 days of receiving and approving reimbursement requests, for current billings.
- III. ALL PARTIES Mutually agree:
- A. That this contract is contingent upon DWSS concurring with the rules and procedures adopted by the DISTRICT COURT for application to the master's system. Said concurrence will not be unreasonably withheld.
- B. That the standardized forms developed for the Nevada automated computer system will be used in all IV-D cases, unless specifically exempted by procedures described in the CSEP Manual.
- C. To provide Title IV-D services in compliance with federal law and any other applicable requirements so long as such services are authorized or permitted under the NRS, and regulations adopted by DWSS.
- D. That the parties shall not use or disclose any information concerning a recipient of services under this contract, for any purpose not in conformity with the Social Security Act.
- E. That failure to comply with this contract or any of the federal regulations and state laws pertaining to Title IV-D of CSEP may result in a disallowance of reimbursement by the state for the state share of costs and/or the FFP provided pursuant to this contract. Notice will be provided thirty (30) days prior to the reduction. Notice and appeal process are outlined in Attachment B.
- F. This contract will be reviewed periodically by DWSS, not less than once per duration of the contract, to be conducted not less than ninety (90) days prior to the expiration date of this contract, to ensure that continuous IV-D master's hearings are provided. Renewal of this contract is contingent upon satisfactory levels of compliance with all federal state laws pertaining to the Title IV-D, CSEP.
- G. This contract may be renewed for additional periods as mutually agreed, and shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this contract. Renewal must be approved/negotiated not less than thirty (30) days prior to the existing contract's ending date, and will be effective upon expiration of the existing contract.
- H. There shall be no discrimination on the basis of race, color, sex, religion, ancestry, national origin, age, or handicap. No otherwise qualified individual shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this contract. The parties agree to treat, without regard to the aforementioned factors, all individuals on an equal basis in employment practices, in connection with CSEP.

ATTACHMENT B

NOTICE/APPEAL PROCESS

Under this contract, the parties responsible for completing each identified function agree to meet the following performance standards:

NOTICE/APPEAL PROCESS:

- A. The Chief of the Child Support Enforcement, DWSS will provide written notice thirty (30) days prior to withholding or assessing a penalty or reducing Federal Financial Participation (FFP) per the terms of this agreement. If the Judicial District Court(s) does not disagree pursuant to paragraph B below, the penalty will be assessed.
- B. The Judicial District Court(s) have thirty (30) days from the date of notice to respond in writing to the Chief if they disagree with the above notice. The response must contain arguments and documentation why the Chief should not withhold FFP or assess the penalty. If the Judicial District Court(s) fails to respond in accordance with the above, the Chief will take the action outlined in "A".
- C. The Chief will respond in writing within thirty (30) days of receipt, indicating what action will be taken.
- D. If the Judicial District Court(s) disagrees with the Chief's decision, an appeal may be submitted in writing to the Administrator, DWSS within fifteen (15) days. The appeal must contain written arguments and documentation why the Chief should not take the action outlined in "A" and "C".
- E. The Administrator may request additional information and will make a written decision within sixty (60) days of receipt of the appeal or all information, whichever is later. The decision of the Administrator is final.

ATTACHMENT C

CHILD SUPPORT ENFORCEMENT PROGRAM BUDGET ANALYSIS

Grant: Child Support Enforcement, Catalog of Federal Domestic Assistance (CFDA) number 93.563

The expenditure of funds under this program are subject to the annual audit requirements under the Single Audit Act of 1984 (P.L. 98-502) and the Office of Management and Budget Circular A-133 (Audit of States, Local Governments, and Non-Profit Organizations).

Attachment C, Budget Analysis, is divided into two parts. Part one is a general explanation of the budget process. Part two contains instructions on how to prepare your annual budget analysis. Submit the annual budget using your County/City format.

PART ONE: EXPLANATION

The budget review process is implemented to provide an estimate of Title IV-D funds needed in any fiscal year, and to analyze requests for FFP, state share and County/City match to examine the cost effectiveness of the proposal.

Based on fiscal guidelines provided by DWSS on or before April 15th of each year, a budget must be submitted to the Chief of the Child Support Enforcement Program, for establishment of a maximum level of reimbursements no later than May 15th.

FFP is approved at the applicable matching federal rate by the federal government through the Federal Offset of Child Support Enforcement (OCSE) and transmitted to your office.

Budgetary costs that are not covered by FFP pursuant to 45 CFR 304.21 & 23 includes, but is not limited to the following:

1. Bad Debts
2. Contingencies
3. Contributions and Donations
4. Entertainment
5. Fines and Penalties
6. Governor's expenses
7. Interest and Other Financial Costs
8. Legislative Expenses
9. Under recovery of Costs Under Grant Agreements
10. Building Space and Related Facilities

Budgetary costs that require approval prior to the expenditure in order to be covered by FFP are listed as the following:

1. Data Processing

2. Capital Expenditures
3. Insurance and Indemnification
4. Management Studies
5. Pre-Agreement Costs
6. Professional Services
7. Proposal Costs

Listed are various categories of expenses which could arise. An office's particular cost allocation plan may not provide for every category listed which may necessitate an amendment to that office's plan. The Title IV-D accounting unit will coordinate any required amendments with an office.

The U.S. Congress has shown an interest in reviewing the cost effectiveness of the program, and every state and local unit of government must take appropriate action to protect this valuable funding source. It is recommended that each office review its office operation from the following positions:

1. Ensure office procedures maintain an efficient flow of work;
2. Ensure that Title IV-D resources and staff are directed to Title IV-D matters only;
3. Ensure that efficient and effective methods are applied in processing the legal aspects of cases; and
4. Control program costs so only essential expenditures are made.

Administrators must consider the cost effectiveness of their proposals to assure the Title IV-D Program meets or exceeds its past relationships between total expenditures and child support collected. The only exception to this policy is if an administrator plans a management move that will increase the future efficiency of the office that has been approved by the Chief of the Child Support Enforcement Program.

FFP is reimbursed to each office by the submittal of claims for reimbursement to the state IV-D agency based upon each office's approved annual budget analysis. The claim reimbursement procedure is as follows:

Claims from your office for FFP reimbursement are to be submitted within thirty (30) days from incurred expenditure unless an approval for an extension is granted by the Chief of the Child Support Enforcement Program or designee. Claims not submitted within ninety (90) days of the end of the month in which the expenses are incurred will be considered stale and non payable.

Claims for reimbursement must include a listing of costs incurred pursuant to the Title IV-D Program with receipts for such costs retained and available for review. As noted in part two of this budget analysis, certain expenditures require approval prior to County/City expenditure/claim for FFP reimbursement.

Upon receipt by the state IV-D agency, claims are audited and approved/disapproved. Disapproved claims are returned to the appropriate office with a letter of explanation. Approved claims are vouchered and forwarded for distribution by the state controller's office.

PART TWO: INSTRUCTIONS FOR COMPLETING ITEMS A-K OF THE BUDGET ANALYSIS

Complete the detail for items A-K. For categories in which explanation is requested, please annotate or attach extra pages as needed. Guidelines for completing categories A-K are as follows:

A. PERSONNEL: (salaries only)

1. List titles of positions for which you are requesting reimbursements.
2. List the number of staff within each position classification that are Title IV-D staff.
3. List annual salary of the position(s)
4. Estimate the percentage of time and activities each staff member will be assigned to Title IV-D responsibilities as well as provide the estimated percentage of time and activities spent for non Title IV-D responsibilities.
5. Identify the annual salary apportioned to Title IV-D activities.

Example:

Position Title	Annual Salary	IVD Activity and % of Time Spent	Non IVD Activity and % of Time Spent	Annual Salary Apportioned to IVD Activities
Hearing Master	\$20,000	Court Prep 30% Hearings 40%	Juvenile Hearings 30%	\$14,000
Court Clerk	\$10,000	Filing 20% Court time 40%	Filing 10% Court time 30%	\$6,000

B. FRINGE BENEFITS:

1. The standard benefits given government employees are listed in this category. The rate for each benefit must be identified along with the portion of a staff member's salary that is dedicated to Title IV-D activities. The portion of a staff member's salary that is dedicated to Title IV-D work is multiplied by the rate of the particular fringe benefit.

Example:

Title IV-D <u>Costs for DA</u>	x	Retirement <u>Rate</u>	=	Retirement <u>Cost</u>
\$2,500	x	15%	=	\$375

2. Each category is based on rate except group insurance. The applicant will have to provide a brief explanation of how this category was computed.

C. COUNTY/CITY INDIRECT COSTS:

Indirect costs are those incurred for a common or joint purpose benefiting other programs in your County/City in addition to the Title IV-D Child Support Enforcement Program. Examples of indirect costs are:

- Depreciation or use allowance on buildings and equipment;
- Cost of operating or maintaining facilities such as heat and utilities or building maintenance;
- Salaries for time spent by employees not employed by the IV-D program whom are indirectly performing child support tasks, such as County/City clerks; and
- Supplies purchased by County/City funds which are used by more than one County/City entity, including the use by or benefit of your office, for which your office must reimburse the County/City.

Costs allocated as indirect and calculated in your County/City's indirect cost rate should not be listed as direct costs in this budget proposal.

The indirect cost is computed at a rate of 10% of salaries (not including overtime or fringe costs).

D. INSTATE TRAVEL, TRAINING, AND POLICY ANALYSIS:

1. All travel, training and policy analysis, in which you seek Title IV-D reimbursement, requires PRIOR approval by the Chief of the Child Support Enforcement Program or designee. The travel must be for the purpose of administration of the Title IV-D Program. Travel is approved at the prevailing state rate for travel.
2. Training and policy analysis costs would include registration fees, travel expenses, and per diem allowances at the state rate, or any other related IV-D activity the Chief of the Child Support Enforcement Program approves.

E. OUT OF STATE TRAVEL, TRAINING, AND POLICY ANALYSIS:

Same as instate travel.

F. SUPPLIES, COMMUNICATIONS, EQUIPMENT RENTAL, AND MAINTENANCE(data processing not included):

1. Office/Janitor Supplies:

Identify the various types of supplies your agency defines as office/janitorial.

2. Postage and Freight:

All claims must be supported with documentation of actual Title IV-D expenditures. Records must be retained for audit purposes.

3. Telephone Rental and Tolls:

All claims must be supported with documentation of actual Title IV-D expenditures. Records must be retained for audit purposes.

4. Printing:

Identify the forms/materials for which you are budgeting.

5. Equipment Rental/Maintenance/ Maintenance Contracts:

All contracts must meet state and federal procurement procedures. The use of a rental process must be justified from the point of cost effectiveness of continued use. Maintain copies of all contracts for audit purposes.

6. Other:

This line is for types of expenditures within this category not specifically identified as a cost.

G. EQUIPMENT PURCHASE/DEPRECIATION (data processing not included):

1. Lump sum reimbursements on equipment may be made on expenditures up to \$25,000. Equipment procurements in excess of this amount must be depreciated over the life expectancy of the piece of equipment.

2. Equipment procurements with costs in excess of \$300.00 must receive PRIOR approval by the Chief of the Child Support Enforcement Program or designee to be eligible for Title IV-D reimbursement.

3. An equipment inventory system must be maintained to identify all equipment procured with a federal interest, and the equipment must be managed in compliance with 45 CFR 95, Subpart G. The inventory control form must be

updated with each new procurement, and a copy of the updated form must be transmitted to the Title IV-D accounting unit.

H. OTHER EXPENSES:

1. Copies/Reproductions:

This category is for the costs of copying documents (not for equipment procurement). Charges for the shared use of copying systems must include a procedure to log of Title IV-D use exclusive of other office uses.

2. Bonds:

This category is for the cost of premiums on bonds covering employees who handle Title IV-D funds. The County/City must calculate the portion of the premium that applies to the employee(s) when the bond covers other employees handling non-IV-D funds. An explanation of the calculation for bonding costs must be attached.

3. Advertising:

Must be related to Title IV-D matters/activities.

4. Building Maintenance:

This category is for costs incurred for necessary maintenance, repair, or upkeep of property, which neither add to the permanent value of the property nor appreciably prolong its intended life, but keep it in an efficient operating condition. Prior approval by the Chief of the Child Support Enforcement Program is required. Expenditures in this category will not be approved if they are calculated and charged to the INDIRECT COST category as explained in Part II, C.

5. Dues and Registration:

Must be related to Title IV-D matters/activities.

6. Publications/Periodicals:

Must be related to Title IV-D matters/activities.

7. Fees (Service of Process, Garnishment):

Must be related to Title IV-D matters/activities.

8. Other:

For categories not specifically identified.

I. DATA PROCESSING:

The planning, development, implementation, operation, equipment replacement, and/or enhancement of all Title IV-D systems must be in compliance with 45 CFR part 307 and Part 95, Subpart F.

PART THREE: APPROVAL OF BUDGET BY CHIEF

The Chief of the Child Support Enforcement or designee will approve the eligible IV-D expenditures and the budget will indicate the amount of expenditures out of FFP, state share and County/City costs.

The Chief of Child Support Enforcement's approval of the budget does not guarantee that all costs are IV-D eligible for reimbursement.

Upon federal review, any disallowed costs will be deducted from future federal reimbursement payments. The Division of Welfare and Supportive Services will provide thirty (30) days notice prior to the reduction. Parties agree to notify the other of any disallowed costs and work together on the disallowance.

TRAVEL REQUEST



In-State _____

Out-Of-State _____

DWSS

Agency _____ Official Station _____ Budget Account _____

Employee Name _____ Employee ID _____ Destination _____

Employee Requested _____ Agency Directed _____

Purpose of Trip (Justification): _____ Attach agendas, meeting notices, training syllabus, etc.

Departure: Date _____ Time _____

Return: Date _____ Time _____

Special Airline Requests: _____

Motor Pool: _____ Yes/No Note: _____

Hotel: _____ Yes/No Note: _____

Total Budgeted Travel Authority For This Funding Source \$ _____ -

Total Expended and/or Committed Funds for this Source \$ _____ -

Total Balance Available to Fund this Trip \$ _____ -

Estimated Cost for this Trip \$ _____ -

Budgetary Authority Verification: _____

(Documents Accuracy of Balance Available on Date Signed) _____ Acctg. Asst. Signature _____ Date _____

Funding Source: _____
(Describe in Detail)

Employee Signature: _____ Date _____
(See NOTE below)

Supervisor Signature: _____ Date _____

Signature/Administrator/DWSS (For Out-Of-State Only) Date

Signature/Director/DHHS (For Out-Of-State Only) Date

NOTE: No travel reservations or commitments should be made without all proper approvals. Employees requesting travel and making commitments prior to approvals will be responsible for the cost of all cancellation fees or charges in the event the trip is not approved or any part of the request is not approved i.e. excessive room charges.

ESTIMATED TRAVEL COSTS

This form must be filled out completely and attached to the Travel Request form when sent to the Accounting Office for processing. If this form is not attached (including supporting documentation), the Request will be returned unsigned.

You must attach current approved GSA rates for per diem and lodging and estimates for airfare and rental car if applicable. Airfare and rental car cost estimates can be easily researched on the internet. Lodging receipts are required for reimbursement. Requests for hotel rate adjustments must be documented below.

Shaded cells are formula driven. Do Not Type In The Shaded Cells.

Start/Stop Time of Travel	Dates of Travel	Hotel Rate Adjustment Requested _____				Tax Rate 0.00%		Total Lodging	Total
		Breakfast	Lunch	Dinner	Lodging Rate	Tax			
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Total Estimated Per Diem

\$ -

Estimated Miles	Rate		Fiscal Use Only:	
			Cat	GL
0	\$ 0.505	Transportation to/from local airport	\$ -	
<i>Receipt Required</i>		Parking at airport/garages, etc./tolls	\$ -	
<i>Receipt Required</i>		Transportation to/from hotel	\$ -	
<i>Receipt Required</i>		Other transportation/Motor Pool	\$ -	
<i>Receipt Required</i>		Car rental	\$ -	
		Air fare	\$ -	

Total Estimated Transportation \$ -

<i>Receipt Required</i>	Registration/Tuition	\$ -		
<i>Receipt Required</i>	Books	\$ -		
<i>Receipt Required</i>	ATM Fees	\$ -		
	Incidentals	\$ -		

Total Estimated Misc. \$ -

ESTIMATED GRAND TOTAL \$ -

TRAVEL CLAIM SHOULD NOT EXCEED ESTIMATED GRAND TOTAL

Note: Meal Policy (When traveling more than 50 miles one-way from duty station)

Breakfast: Depart at or before 7:00 am

Lunch: Depart at or before 11:00 am and return to work site after 1:30 pm

Dinner: Depart at or before 5:30 pm and return to work site after 6:30 pm

Convention or Meeting Hotel Rate Calculation		
Rate	Adjust %	Allowed Rate
Conus or	300%	\$ -
GSA	175%	\$ -
Convention Rate		



WASHOE COUNTY COMMISSION

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

RESOLUTION ADOPTING THE AMENDMENT TO THE SOUTHEAST TRUCKEE MEADOWS AREA PLAN (MPA11-001), A PART OF THE WASHOE COUNTY MASTER PLAN

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

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

WHEREAS, A public hearing on the adoption of the amended SOUTHEAST TRUCKEE MEADOWS AREA PLAN, a part of the Washoe County Master Plan, was held on April 5, 2011, by said Planning Commission;

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

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

WHEREAS, A public hearing on the adoption of the Washoe County Master Plan, including the SOUTHEAST TRUCKEE MEADOWS AREA PLAN, was first held on May 21, 1991, with the most recent amendment to the SOUTHEAST TRUCKEE MEADOWS AREA PLAN being held on May 11, 2011, by the Board of County Commissioners of Washoe County, Nevada;

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

WHEREAS, A public hearing for the review of conformance of the Washoe County Master Plan, including the SOUTHEAST TRUCKEE MEADOWS AREA PLAN, was first held on

EXHIBIT A

October 23, 1991, with the most recent amendment to the SOUTHEAST TRUCKEE MEADOWS AREA PLAN being held on _____, 20__, by the Truckee Meadows Regional Planning Commission, at which time the plan was deemed in conformance with the Truckee Meadows Regional Plan; and

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

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

ADOPTED this ____ day of _____, 20__.

WASHOE COUNTY COMMISSION

John Breternitz, Chair

ATTEST:

Amy Harvey, County Clerk