

**WASHOE COUNTY BOARD OF COMMISSIONERS**

TUESDAY

2:00 P.M.

SEPTEMBER 23, 2008

PRESENT:

**Robert Larkin, Chairman**  
**Bonnie Weber, Vice Chairperson**  
**David Humke, Commissioner\***  
**Jim Galloway, Commissioner**  
**Kitty Jung, Commissioner**

**Nancy Parent, Chief Deputy Clerk**  
**Dan St. John, Acting County Manager**  
**Melanie Foster, Legal Counsel**

The Board convened at 2:02 p.m. in regular session in the Commissioner Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

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

**08-1023            AGENDA ITEM 3.**

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

Sam Dehne discussed what lead to his career as the Northern Nevada local government watchdog and why people should vote for Chad Dehne for Reno City Council.

**\*2:20 p.m.** Commissioner Humke arrived at the meeting.

Gary Schmidt stated he pledged to maintain a meeting disclosure notification list if elected as the Commissioner from District 4 to the Board of County Commissioners. A copy of the pledge was placed on file with the Clerk.

Guy Felton played a tape in which the Sheriff's Office Victim Information and Notification Service (VINE) provided information regarding a change in his custody status. He said the message was defamation, and he was the target of abuses of public power because he was critical of government. He said the Commission had not heard the last of this issue, and he requested it be agendized for an in-depth public discussion.

**08-1024**            **AGENDA ITEM 4.**

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

Commissioner Humke said he had the flu last week, and he apologized for being absent.

Commissioner Weber said she held her “Coffee and Conversation with Your Commissioner” meeting last weekend and 15 to 16 people attended. She stated it was a place for her constituents and for constituents from around the County to discuss various issues, and some issues with Waste Management (WM) were brought up. She requested a presentation by WM because some things had changed since the last time they made one to the Board. She felt it was not in the best interests of the Community for WM to have the Lockwood Landfill closed on Sundays. She advised there was also the issue of the costs involved at the Stead transfer station.

Commissioner Galloway said he would like any discussion regarding WM to include all Reno/Sparks/County contracts to become coincident in the future so the entities could mutually bargain for recycling of more types of materials without incurring increased costs. He felt that could be accomplished by doing short-term extensions of the existing contracts.

Commissioner Galloway said he met recently with a constituent who was very concerned regarding certain scenic issues at Horseman's Park. He stated he toured the park and came to the conclusion that the pond the County maintained at the Washoe Golf Course needed maintenance, which included removing a dead tree that breached the fence. He said Park's staff was willing to remove the dead tree and to cleanup the trash inside the fence. He felt it was in the best interest of the County to repair the fence because there were a number of places, especially near the park, where children could crawl under the fence that surrounded the pond.

Commissioner Galloway said the Caughlin Ranch Homeowners Association had concerns about vandalism that was occurring within Caughlin Ranch, which the Sheriff's Office and the Reno Police Department agreed was the work of juveniles. He noted there was often a pattern to vandalism, which would allow the responsible parties to be apprehended and that would be what it would take to stop it. He said he offered the West Truckee Meadows Citizen Advisory Board (CAB) meeting for following up on the issue because, technically, the Homeowners Association was not a public meeting. He advised he asked the Sheriff and the Reno Police Chief to send someone to the next CAB meeting.

Commissioner Galloway advised he recommended changes to the Mayberry Drive bike lanes in the area right in front of the Roy Gomm Elementary School, which the Regional Transportation Authority (RTC) opposed. He felt more weight should be given to what the parents and the faculty of the school had to say before a final decision was made, and it should be up to the City of Reno because it was within their jurisdiction.

Commissioner Jung requested an agenda item next week regarding early voting locations and processes instead of when it was scheduled during the second week of October, which she felt was far too late. She stated her concern was the unprecedented number of people who were anticipated to vote and the fact that Washoe County was being watched by the national media. She said a lot of people who studied voting behavior were predicting that Washoe County, Nevada would be the deciding county in the Country in electing the next President. She felt it was vital there should be a lot of early voting locations and voting should be fair and equal. She noted during the 2006 election, 42 percent of the population voted early and it was predicted the percentage would be even higher this time. She wanted to prove to the nation the County could do early voting fairly.

Commissioner Jung requested staff bring forward plans, including the costs, for commercial recycling. She explained businesses and people that lived in multi-family housing were not afforded the opportunity to recycle. She noted there was a condominium association in her district that paid for recycling.

Commissioner Jung said she was disappointed that no one from the public attended last week's Central CAB meeting. She felt the County could do a better job of getting the word out about all of the CAB meetings, especially considering the amount of staff time and resources that went into the meetings. She said she would like to see more of a push on Washoe Channel 17 in the week prior to a CAB meeting in addition to putting it on the County's home page. She said she was open to any other ideas but, at this point, she was frustrated about the time people were putting in without having anyone from the public attending.

Commissioner Galloway stated at an Open Space and Regional Parks Commission meeting the Truckee Meadows Water Authority (TMWA) presented three potential water-tank sites, all of which were located within a park. He requested TMWA

identify alternate sites outside of the park before this matter comes before the County Commission, because he knew private property was available. He explained the idea of the Huffaker Hills Park was to have a place someone could get to in just a few minutes where they would not see the trappings of civilization. Commissioner Galloway also asked staff to identify full mitigation options before bringing it to the County Commission. He explained if the intent was to preserve scenic qualities within the park of a rural nature, the mitigation would make sure there would be no net increase in the water tank's impact. For example, he said that could be accomplished by burying the water tank. He stated he did not want the County's parks to become targets for the next utility substation, the next water tank, or anything else that came along because land was cheap due to it being zoned as open space. He said the mitigation in this case would be quite costly, and he felt placing the water tank outside of the park would be the better solution for TMWA and for the public.

Commissioner Jung said she originally asked that the early voting item be on today's agenda because the first meeting in October would be four days before the start of early voting, which would severely hinder the ability to implement any direction by the Board. She requested holding a special meeting to discuss the upcoming election and the expected large turnout as well as ensuring fair access to voting especially during early voting.

## **5. CONSENT ITEMS**

Commissioner Galloway requested Agenda Item 5F(2) be removed from the Consent Agenda for discussion.

In response to the call for public comment, Sam Dehne noted the Consent Agenda consisted of relatively mundane items.

### **08-1025            AGENDA ITEM 5.A. - MINUTES**

**Agenda Subject: "Approve minutes for the regular Board of County Commissioners' meeting of August 26, 2008 and the Joint County Commission Meeting of May 12, 2008."**

There was no response to the call for public comment for this item.

On motion by Jim Galloway, Commissioner, seconded by Kitty Jung, Commissioner, which motion duly carried, it was ordered that Agenda Item 5.A. be approved.

### **08-1026            AGENDA ITEM 5.B. - SENIOR SERVICES**

**Agenda Subject: "Accept a restricted grant given by the E.L. Cord Foundation [\$22,000 - no County match]retroactively from September 1, 2008 through June 30, 2009 to support Congregate and Home Delivered Meals Programs; and if accepted,**

**direct Finance to make appropriate budget adjustments--Senior Services. (All Commission Districts.)”**

Commissioner Galloway thanked the E.L. Cord Foundation for its donation to support the home-delivered meals and the group meals programs for seniors on behalf of Washoe County.

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

On motion by Jim Galloway, Commissioner, seconded by Kitty Jung, Commissioner, which motion duly carried, it was ordered that Agenda Item 5.B. be accepted and directed.

**08-1027            AGENDA ITEM 5.C.1. – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Authorize Chairman to execute the updated Inter-Governmental Agreement Renewing the Washoe County HOME Consortium between the County of Washoe, City of Reno and City of Sparks. (All Commission Districts.)”**

There was no response to the call for public comment for this item.

On motion by Jim Galloway, Commissioner, seconded by Kitty Jung, Commissioner, which motion duly carried, it was ordered that Agenda Item 5.C.1 be authorized and executed. The Inter-Governmental Agreement for same is attached hereto and made a part of the minutes thereof.

**08-1028            AGENDA ITEM 5.C.2. - COMMUNITY DEVELOPMENT**

**Agenda Subject: “Adopt Proclamation proclaiming October 2008 as National Community Planning Month in Washoe County. (All Commission Districts.)”**

Adrian Freund said it was the 100th anniversary of the founding of the American Planning Association, and he took pride that the Community Development Department had a number of Association members. He stated the Board was joining thousands of other communities across the nation in recognizing October as National Community Planning Month, and he thanked the Board for the Proclamation. A picture was taken with the County Commissioners and the employees of Community Development Department that were present.

There was no response to the call for public comment for this item.

On motion by Jim Galloway, Commissioner, seconded by Kitty Jung, Commissioner, which motion duly carried, it was ordered that Agenda Item 5.C.2. be

adopted. The Proclamation for same is attached hereto and made a part of the minutes thereof.

**08-1029            AGENDA ITEM 5.D. - COMMUNITY RELATIONS**

**Agenda Subject: “Authorize Chairman to execute Resolution acknowledging October 1, 2008 as National Change a Light Day with the second annual Washoe County Conservation Day hosted by the Green Team--Community Relations. (All Commission Districts.)”**

Commissioner Galloway read the last paragraph of the Resolution, which encouraged citizens to change at least one incandescent bulb to an energy efficient bulb. He noted if everyone in the United States did that it would prevent 53 million pounds of greenhouse gas emissions a year and would save just under 30 million kWh of electricity per year.

Dr. Eric Young, Community Development Planner, and Andy Goodrich, Health Department Air Quality Division Director, representing the Green Team, had their picture taken with the Commissioners.

Mr. Goodrich said there would be a presentation to the Board on October 21, 2008 regarding this event and other things the Green Team was doing.

There was no response to the call for public comment for this item.

On motion by Jim Galloway, Commissioner, seconded by Kitty Jung, Commissioner, which motion duly carried, it was ordered that Agenda Item 5.D. be authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**08-1030            AGENDA ITEM 5.E.1. – INTERNAL AUDIT**

**Agenda Subject: “Acknowledge receipt of Sparks Justice Court Minimum Accounting Standards Audit Report. (Commission District 4.)”**

Chairman Larkin commented that audit standards called for separation of duties, which had been a persistent area of weakness within the County. He requested an update be brought back to the Board on how the segregation of duties was being accomplished. Dan St. John, Acting County Manager, confirmed that item would be brought back.

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

On motion by Jim Galloway, Commissioner, seconded by Kitty Jung, Commissioner, which motion duly carried, it was ordered that Agenda Item 5.E.1. acknowledged.

**08-1031            AGENDA ITEM 5.E.2. - INTERNAL AUDIT**

**Agenda Subject: “Acknowledge receipt of Incline Village Justice Court Minimum Accounting Standards Audit Report. (Commission District 1.)”**

Chairman Larkin commented that audit standards called for separation of duties, which had been a persistent area of weakness within the County. He requested an update be brought back to the Board on how the segregation of duties was being accomplished. Dan St. John, Acting County Manager, confirmed that item would be brought back.

There was no response to the call for public comment for this item.

On motion by Jim Galloway, Commissioner, seconded by Kitty Jung, Commissioner, which motion duly carried, it was ordered that Agenda Item 5.E.2. be acknowledged.

**08-1032            AGENDA ITEM 5.F.1. – PUBLIC WORKS**

**Agenda Subject: “Acknowledge the Selection Committee for the Sparks Justice Court Construction Manager at Risk Selection Process. (Commission Districts 4 and 5.)”**

There was no response to the call for public comment for this item.

On motion by Jim Galloway, Commissioner, seconded by Kitty Jung, Commissioner, which motion duly carried, it was ordered that Agenda Item 5.F.1. be acknowledged.

**08-1033            AGENDA ITEM 5.F.3. – PUBLIC WORKS**

**Agenda Subject: “Authorize request to bid for janitorial services for the Spanish Springs Library, Northwest Reno Library, South Valleys Library, North Valleys Library and Sierra View Library [funds budgeted within Fiscal Year 2008/09 Public Works Facility Management Division]. (All Commission Districts.)”**

There was no response to the call for public comment for this item.

On motion by Jim Galloway, Commissioner, seconded by Kitty Jung, Commissioner, which motion duly carried, it was ordered that Agenda Item 5.F.3. be authorized.

**08-1034                    AGENDA ITEM 5.F.4. – PUBLIC WORKS**

**Agenda Subject: “Authorize request to bid for janitorial services for the Emergency Operations Center, Jan Evans Juvenile Justice Center, Longley Lane Complex and the Regional Safety Training Center [funds budgeted within Public Works Facility Management Division]. (All Commission Districts.)”**

There was no response to the call for public comment for this item.

On motion by Jim Galloway, Commissioner, seconded by Kitty Jung, Commissioner, which motion duly carried, it was ordered that Agenda Item 5.F.4. be authorized.

**08-1035                    AGENDA ITEM 5.G. - ASSESSOR**

**Agenda Subject: “Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2008/2009, 2007/2008, 2006/2007, 2005/2006 secured and unsecured tax rolls as outlined in Exhibit A; and if approved, authorize Chairman to execute Order listed on the exhibit and direct the Washoe County Treasurer to correct the error(s) [cumulative amount of reduction \$2,237.09]--Assessor. (Parcels are in various Commission Districts as outlined in the Exhibit.)”**

There was no response to the call for public comment for this item.

On motion by Jim Galloway, Commissioner, seconded by Kitty Jung, Commissioner, which motion duly carried, it was ordered that Agenda Item 5.G. be approved, authorized, executed, and directed.

**08-1036                    AGENDA ITEM 5.H.1. – JUVENILE SERVICES**

**Agenda Subject: “Accept Title V Juvenile Detention Alternative Initiative Transition Specialist Grant Funds from Office of Juvenile Justice and Delinquency Prevention [\$9,188.40 - no County match]; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts.)”**

Commissioner Humke disclosed he served on the Commission, but he had been advised there was not a conflict by Legal Counsel.

In response to the call for public comment, Sam Dehne, stated he supported the Juvenile Detention Alternative Initiative Transition Specialist Grant Funds.

On motion by Jim Galloway, Commissioner, seconded by Kitty Jung, Commissioner, which motion duly carried, it was ordered that Agenda Item 5.H.1. be accepted and directed.



08-1037

**AGENDA ITEM 5.H.2. – JUVENILE SERVICES**

**Agenda Subject:** “Accept an increase in funding [\$17,075.50 - no County match] for the Fiscal Year 2008/09 Office of Juvenile Justice and Delinquency Prevention Formula Grant from the Juvenile Justice Commission to fund aftercare services for Hispanic youth returning from China Springs and Aurora Pines Youth Camps; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts.)”

Commissioner Humke disclosed he served on the Commission, but he had been advised there was not a conflict by Legal Counsel.

In response to the call for public comment, Sam Dehne, stated he supported the Juvenile Services Grant.

On motion by Jim Galloway, Commissioner, seconded by Kitty Jung, Commissioner, which motion duly carried, it was ordered that Agenda Item 5.H.2. be accepted and directed.

08-1038

**AGENDA ITEM 5.I.1. – DISTRICT HEALTH**

**Agenda Subject:** “Approve amendments [totaling a decrease of \$11,000 in both revenue and expenses] to the adopted Fiscal Year 2008/09 Immunization Program Grant, IN 10028; and if approved, direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no response to the call for public comment for this item.

On motion by Jim Galloway, Commissioner, seconded by Kitty Jung, Commissioner, which motion duly carried, it was ordered that Agenda Item 5.I.1. be approved and directed.

08-1039

**AGENDA ITEM 5.I.2.- DISTRICT HEALTH**

**Agenda Subject:** “Approve amendments [totaling a decrease of \$33,668 in both revenue and expenses] to the adopted Fiscal Year 2008/09 Tobacco Education and Prevention Program Grant, IN 10010; and if approved, direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no response to the call for public comment for this item.

On motion by Jim Galloway, Commissioner, seconded by Kitty Jung, Commissioner, which motion duly carried, it was ordered that Agenda Item 5.I.2. be approved and directed.

**08-1040            AGENDA ITEM 5.I.3. - DISTRICT HEALTH**

**Agenda Subject:** “Approve amendments [totaling a decrease of \$17,890 in both revenue and expenses] to the adopted Fiscal Year 2008/09 Comprehensive Tobacco Prevention Program Grant Budget, IN 10418; and if approved, direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no response to the call for public comment for this item.

On motion by Jim Galloway, Commissioner, seconded by Kitty Jung, Commissioner, which motion duly carried, it was ordered that Agenda Item 5.I.3. be approved and directed.

**08-1041            AGENDA ITEM 5.J. - SHERIFF**

**Agenda Subject:** “Approve Forensic Support Services Agreement between the County of Washoe (Sheriff’s Office) and Washoe County School District (Washoe County School District Police Department) for Forensic Laboratory Analysis Service Fees for the term retroactively July 1, 2008 to June 30, 2009 [income of \$ 8,837]; and if approved, authorize Chairman to execute the Agreement--Sheriff. (All Commission Districts.)”

There was no response to the call for public comment for this item.

On motion by Jim Galloway, Commissioner, seconded by Kitty Jung, Commissioner, which motion duly carried, it was ordered that Agenda Item 5.J. be approved, authorized, and executed. The Forensic Support Services Agreement for same is attached hereto and made a part of the minutes thereof.

**08-1042            AGENDA ITEM 5.K.1. – TRUCKEE RIVER FLOOD  
MANAGEMENT PROJECT**

**Agenda Subject:** “Acknowledge receipt of Truckee River Flood Management Project Status Report for August 2008. (All Commission Districts.)”

In response to the call for public comment, Sam Dehne commented on the money being spent to protect the City of Reno from flooding.

On motion by Jim Galloway, Commissioner, seconded by Kitty Jung, Commissioner, which motion duly carried, it was ordered that Agenda Item 5.K.1. be acknowledged.

**08-1043            AGENDA ITEM 5.K.2. – TRUCKEE RIVER FLOOD  
MANAGEMENT PROJECT**

**Agenda Subject:** “Approve a month-to-month Interlocal Government Temporary Facility Use Agreement between the County of Washoe and the City of Reno, beginning October 1, 2008 and ending March 31, 2009, for the use of 85 N. Edison Way, Units #7, #8 and #9 as a temporary overflow homeless shelter [all utility costs, estimated at \$12,000, associated with the use of 85 Edison Way during the term of this Agreement shall be charged to Cost Center 185050 - Washoe County Community Support Fund]--Community Support Administrator. (All Commission Districts.)”

There was no response to the call for public comment for this item.

On motion by Jim Galloway, Commissioner, seconded by Kitty Jung, Commissioner, which motion duly carried, it was ordered that Agenda Item 5.K.2. be approved, authorized and executed. The Interlocal Government Temporary Facility Use Agreement for same is attached hereto and made a part of the minutes thereof.

**08-1044            AGENDA ITEM 5.L.1. – MANAGEMENT SERVICES**

**Agenda Subject:** “Approve Agreements (2) for Washoe County Special Purpose Grants [Nevada Health Centers, Inc.-Gerlach Clinic \$93,071 and Nevada Health Centers, Inc.-Incline Village Clinic \$40,000 for Fiscal Year 2008/09] and approve Resolutions (2) necessary for same; and if all approved, authorize Chairman to execute Resolutions and Agreements--Community Support Administrator. (Commission Districts 1 and 5.)”

There was no response to the call for public comment for this item.

On motion by Jim Galloway, Commissioner, seconded by Kitty Jung, Commissioner, which motion duly carried, it was ordered that Agenda Item 5.L.1. be approved, authorized, and executed. The two Resolutions for same are attached hereto and made a part of the minutes thereof.

**08-1045            AGENDA ITEM 5.L.2. – MANAGEMENT SERVICES**

**Agenda Subject:** “Approve a Grant Program Contract between the County of Washoe and Catholic Community Services of Northern Nevada for an emergency motel voucher program for homeless families during the cold weather months of Fiscal Year 2008/09 [\$10,000] and approve Resolution necessary for same; and if approved, authorize Chairman to execute Resolution and Contract--Community Support Administrator. (All Commission Districts.)”

Commissioner Galloway commented Gabrielle Enfield, Community Support Administrator, clarified United Way funded the hotel voucher program in past years to a greater extent than it does currently, and the County provided \$10,000 last year because of the diminished United Way funding. He said the County provided most of the money, but there was still some United Way funding. He advised the County provided the funding to Catholic Community Services to administer the program.

There was no response to the call for public comment for this item.

On motion by Jim Galloway, Commissioner, seconded by Kitty Jung, Commissioner, which motion duly carried, it was ordered that Agenda Item 5.L.2. be approved, authorized, and executed. The Grant Program Contract for same is attached hereto and made a part of the minutes thereof.

**08-1046            AGENDA ITEM 5.L.3. – MANAGEMENT SERVICES**

**Agenda Subject: “Accept cash donations [\$1,318], authorize the County Manager to expend these funds to support the 2008 Employee Appreciation Breakfast; and if approved, direct Finance to make appropriate budget adjustments for Fiscal Year 2008/09. (All Commission Districts.)”**

On behalf of the Board, Commissioner Galloway thanked the various donors for their contributions to support the 2008 Employee Appreciation Breakfast. He acknowledged many of the donations were from County employees and many of them were department heads.

There was no response to the call for public comment for this item.

On motion by Jim Galloway, Commissioner, seconded by Kitty Jung, Commissioner, which motion duly carried, it was ordered that Agenda Item 5.L.3. be accepted, and directed.

**08-1047            AGENDA ITEM 5.M. - REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Authorize Regional Parks and Open Space Department to solicit written proposals to select a qualified respondent to operate and manage all facets of Sierra Sage Golf Course--Regional Parks and Open Space. (Commission District 5.)”**

Chairman Larkin felt the solicitation of proposals was going in the right direction and was very supportive of this item.

In response to the call for public comment, Sam Dehne felt this item should have been discussed.

Commissioner Weber recalled Chairman Larkin suggested at a previous meeting that the County should look at disposing of the Sierra Sage Golf Course. Doug Doolittle, Regional Parks and Open Space Director, said this item was a request to go out for proposals to manage the entire operation. He stated there were currently contracts for the course's operation and for food and beverage, but maintenance was being done in-house. He said this bundled everything together as a complete package. He stated Pevine Golf had an option to renew their current contract for three years, but the County had declined to bring that option to the Board opting instead to go out for Request for Proposals (RFP's).

On motion by Jim Galloway, Commissioner, seconded by Kitty Jung, Commissioner, which motion duly carried, it was ordered that Agenda Item 5.M. be authorized.

**08-1048                    AGENDA ITEM 5.F.2. – PUBLIC WORKS**

**Agenda Subject: “Acknowledge status report on United States Forest Service and public access to Hunter Lake and Garson Roads. (Commission District 1.)”**

Commissioner Galloway said the agenda item and the conclusion of the staff report did not allow direction to staff, which was his original request. He stated because this was such an important public trail, the over 200 people who signed the petition were concerned about the possibility of policies changing every four to eight years depending on who was President. He noted some administrations curtailed the use of roads through forest lands and others restored that use, but it seemed there was never as much restored as was curtailed. He said that lead to a trend towards less public access to public land.

Commissioner Galloway stated people wanted an agreement with the provision of a three-year termination notice between Washoe County and the United States Forest Service that would provide them with notice if a road was going to be closed, so they would have time to respond to the closure of a major public road through public land. He felt this needed more discussion.

Doug Doolittle, Regional Parks and Open Space Director, said last Friday he met with Jenny Wilson, Forest Supervisor for the U.S. Forest Service. He noted Hunter Lake Road was presumed a public road but there were easement issues with it and with Garson Road. He said the Forest Service had just submitted an internal funding request to purchase easements on Garson Road. He stated Ms. Wilson informed him she was writing a letter to assure the County it would get prior notice of any notification of closures or any other procedures relative to those roads so they could be addressed. Mr. Doolittle advised Ms. Wilson said an agreement could be discussed, but there was no promise. She stated the County would be provided with the opportunity to comment on either road.

Commissioner Galloway noted he initially ran on public access to public lands. He requested an agenda item because there was currently no direction for Mr. Doolittle to pursue a longer-term agreement.

Dan St. John, Acting County Manager, advised that in doing research on this item, slight differences were found in Development Ordinances between the City of Reno and the County. He explained if a development occurred in the County and there was a presumed public road across that development, as a condition of approval that road had to be put into an easement. He noted he did not believe that was the same case in the City. He acknowledged because the land was now within Reno's boundaries, there was the potential of losing that presumed public road if the land was developed because their Ordinance was not the same as the County's Ordinance. He said staff felt that was a higher risk than the situation Commissioner Galloway described.

Commissioner Galloway advised he was expanding his request for an agenda item to include allowing direction to staff to not only pursue an agreement with the Forest Service but to pursue agreements with the other local governments to seek a common provision for the protection of existing presumed public roads when development occurred. Mr. St. John acknowledged the request.

There was no response to the call for public comment for this item.

On motion by Jim Galloway, Commissioner, seconded by Bonnie Weber, Vice Chairperson, which motion duly carried, it was ordered that Agenda Item 5.F.2. be acknowledged.

### **BLOCK VOTE - AGENDA ITEMS 7, 9, 10, AND 11**

#### **08-1049 AGENDA ITEM 7. - ALTERNATIVE SENTENCING**

**Agenda Subject: "Recommendation to accept remaining two-year Washoe County Repeat DUI Prevention Program Grant Award [\$100,000 with in kind County match of \$50,000 for Federal Fiscal Year 2009 and \$87,119 with in kind County match of \$44,431 for Federal Fiscal Year 2010] from the Office of Traffic Safety; and if accepted, direct Finance to make appropriate budget adjustments-- Alternative Sentencing. (All Commission Districts.)"**

There was no response to the call for public comment for this item.

On motion by Jim Galloway, Commissioner, seconded by David Humke, Commissioner, which motion duly carried, it was ordered that Agenda Item 7. be accepted and directed.

**08-1050            AGENDA ITEM 9. - COMMUNITY RELATIONS**

**Agenda Subject:** “Recommendation to award Washoe County Request For Proposal No. 2661-09 for Video Broadcasting and Production Services to G3 actions [estimated amount \$101,628] for the period October 1, 2008 through June 30, 2009; and if awarded, authorize Chairman to execute Agreement for the initial term with Washoe County retaining a one-year renewal option--Community Relations. (All Commission Districts.)”

Commissioner Jung asked that more modern music be played during the Board’s recesses. She said she spoke at length about this with Kathy Carter, Community Relations Director, and she just wanted to get her request on the record. Chairman Larkin asked what kind of music she favored. Commissioner Jung replied she liked classic rock.

In response to the call for public comment, Sam Dehne said G3 Productions had been doing a good job during last three months. He stated he hoped the County was fighting as hard as Sierra Nevada Community Access Television (SNCAT) was to keep Charter Cable from moving the local government channels from the basic-cable tier to the digital tier.

On motion by Jim Galloway, Commissioner, seconded by David Humke, Commissioner, which motion duly carried, it was ordered that Agenda Item 9. be approved.

**08-1051            AGENDA ITEM 10. - SENIOR SERVICES**

**Agenda Subject:** “Recommendation to accept Fiscal Year 008/09 Nutrition Grant Awards from the Division for Aging Services [\$313,059 with \$55,246 County match for the Homebound Meals Program and \$209,425 with \$36,957 County match for the Congregate Meals Program] for the period October 1, 2008 through September 30, 2009; and if accepted, direct Finance to make appropriate budget adjustments--Senior Services. (All Commission Districts.)”

Chairman Larkin said he was the Governor’s Commissioner appointee to the Commission on Aging, which supervised the Division for Aging Services, but he did not believe it represented a material conflict.

Melanie Foster, Legal Counsel, advised Chairman Larkin's interplay of his various roles as a public official did not provide him with a personal benefit, so accordingly there would not be a conflict in terms of the Ethics in Government Law.

There was no response to the call for public comment for this item.

On motion by Jim Galloway, Commissioner, seconded by David Humke, Commissioner, which motion duly carried, it was ordered that Agenda Item 10. be accepted and directed.

08-1052

**AGENDA ITEM 11. - SENIOR SERVICES**

**Agenda Subject:** “Recommendation to accept Independent Living grant awards from the Division for aging Services for various Senior Services programs [\$212,389 with \$31,859 County match] for the period October 1, 2008 through September 30, 2009; and if accepted, direct Finance to make appropriate budget adjustments--Senior Services. (All Commission Districts.)”

Chairman Larkin said he was the Governor’s Commissioner appointee to the Commission on Aging, which supervised the Division for Aging Services, but he did not believe it represented a material conflict. Melanie Foster, Legal Counsel, advised Chairman Larkin’s interplay of his various roles as a public official did not provide him with a personal benefit, so accordingly there would not be a conflict in terms of the Ethics in Government Law.

Commissioner Galloway asked if the contributions received from the E.L. Cord Foundation helped the County make its match for this item. Grady Tarbutton, Senior Services Director, advised the donation did not count towards the County's match, which came from ad valorem taxes or other revenues. He explained the donation helped pay for additional meals.

There was no response to the call for public comment for this item.

On motion by Jim Galloway, Commissioner, seconded by David Humke, Commissioner, which motion duly carried, it was ordered that Agenda Item 11. be accepted and directed.

08-1053

**AGENDA ITEM 6. - PURCHASING**

**Agenda Subject:** “Recommendation to award Request for Proposal #2660-09 for Media Buying Services for various Washoe County Health District programs to the following roster of qualified firms: Allegra Consulting, Fuze, The Glenn Group, Media Access Group, R & R Partners and Roberts & Rhino [estimated annual amount \$359,855] on behalf of the Washoe County Health District; and if awarded, authorize the Acting Purchasing and Contracts Administrator to issue purchase orders to the specified firms, on a requirements basis, for one year, commencing October 1, 2008 through September 30, 2009, with an option for two additional one year renewal periods, at the discretion of Washoe County--Purchasing. (All Commission Districts.)”

Commissioner Weber stated she did not want to take away from the importance of getting the message out, but she felt these funds might be better utilized by providing for the programs rather than the media since the County was the Health Department’s sole source funder.



Mary-Ann Brown, Health Department Assistant Division Director, advised a staff report was provided to the Board in June that outlined all of the programs indicating both local and grant and the advertising dollars. She stated the matrix identified by grant number what the media dollar amount was, the purpose, the evaluation method, and the expected outcome. She also noted the matrix indicated only \$20,000 of these dollars came from local or pooled resources with the rest being from grant funding. She explained this agenda item was to identify the vendors that would be used for that work.

Chairman Larkin noted all three governing bodies contributed. Ms. Brown confirmed they did.

Commissioner Humke said page 3 did not identify what was Federal and what was County money. Ms. Brown replied that was because Purchasing was only asking for the approval of the vendors, but the previous agenda item in June provided that level of detail.

Commissioner Weber thanked Ms. Brown for the explanation. She stated the Chairman just said the Health District funds were provided by all three entities. She said she was under the assumption from previous meetings that the other entities did not contribute to the Health Department. She requested that be clarified at a future agenda item.

Commissioner Galloway noted that the proper time to question this item was probably in June, but with all of them mixed together they would not have been acted on individually. He asked if the \$50,000 of Air Quality Management money included the 686-SMOG program. Andy Goodrich, Air Quality Management Division Director, indicated he believed it did.

Commissioner Galloway stated the last time he asked for data on the 686-SMOG program, which paid for billboard advertising, they indicated there was a total of 12 calls in a year that only took three vehicles off the road. Mr. Goodrich said he could supply Commissioner Galloway with updated information, but he felt the current numbers were much greater than that. Commissioner Galloway acknowledged the last update was several years ago, and he would like to see if there was an improvement in the numbers. He felt the program needed to show results before getting funding. Commissioner Larkin stated the report should show whether or not the program was getting the message out. Mr. Goodrich said he would bring a report back to the Commission.

In response to the call for public comment, Sam Dehne asked if it was mandatory this money be used for propaganda rather than for goods and services. He also asked how it would be decided who did what. He felt G3 Productions could do this because the staff report indicated they did editing and production.

On motion by Kitty Jung, Commissioner, seconded by David Humke, Commissioner, which motion duly carried, it was ordered that Agenda Item 6. be awarded and authorized.

**08-1054            AGENDA ITEM 8. - REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Recommendation to approve a Resolution of Support - Round 9 State Question 1 Grant Application [\$1,000,000] by the Nevada Land Conservancy for the Nevada Division of State Lands, Conservation and Resource Protection State Question 1 Grant Program for purchase of a conservation easement on the Rusk Family Ranch in Washoe Valley [cash match of \$1,000,000 to be obtained by applying for a USDA Farm & Ranchland Protection Program Grant]; and if approved, authorize Chairman to execute Resolution--Regional Parks and Open Space. (Commission District 2.)”**

Lynda Nelson, Planning Manager, explained this was a Resolution of Support for the Nevada Land Conservancy to apply for \$1 million in State Question 1 Funds. She said they would then put in a subsequent application with the USDA Farm and Ranch Land Protection Program for a \$1 million match. She said approximately 45 acres would be maintained in a conservation easement by the Rusk family.

Chairman Larkin asked what the ownership status was for Wilson Commons. Ms. Nelson replied Wilson Commons was a Washoe County Regional Park.

Commissioner Galloway commented this was only the second conservation easement the County was able to purchase. He said this approach was far better than buying the land because, traditionally in that area there were ranches, and this preserved ranching for children to see in future generations. He felt people who did this at a reasonable price should get some kind of medal or recognition, such as a Resolution of Appreciation.

Commissioner Humke commented the result of the easement concept was positive because the County avoided taking ownership of the land, taking it off the tax rolls and the people could still enjoy the land as open space.

There was no response to the call for public comment for this item.

On motion by David Humke, Commissioner, seconded by Kitty Jung, Commissioner, which motion duly carried, it was ordered that Agenda Item 8. be approved, authorized, and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**08-1055            AGENDA ITEM 12. - WATER RESOURCES**

**Agenda Subject: “Discussion and possible direction to staff on undertaking a focused financial analysis evaluating the potential for a phased integration of the**

**Truckee Meadows Water Authority and the Washoe County Department of Water Resources as an initial step in conducting evaluation of public water purveyor consolidation as required by Chapter 531, Section 42.9, Statutes of Nevada 2007--Water Resources.”**

Rosemary Menard, Water Resources Director, said the Western Regional Water Commission (WRWC) Act required conducting a study and including those results in the next update of the Regional Water Management Plan regarding the potential for consolidating the public water purveyors.

Ms. Menard said the people working to implement that Act, along with the WRWC, determined it was appropriate to undertake the work associated with the consolidation study and were recommending beginning by focusing on the Truckee Meadows Water Authority (TMWA) and the Washoe County Department of Water Resources (DWR). She said that was because the vast majority of the water resources and the infrastructure associated with providing water to the community were owned and operated by those two entities.

Ms. Menard said this item was taken to the WRWC for approval and Chairman Larkin asked it be brought to the Board for discussion.

Mark Foree, TMWA Interim General Manager, advised TMWA supported the study and it was within TMWA's budget authorization to do the study.

Commissioner Galloway said the language in the statute clearly made it the responsibility of the WRWC to do the study and they were getting money to do it. He asked why money should come out of the General Fund or from DWR funds without reimbursement from the WRWC and why reimbursement was not a condition of doing the study. Ms. Menard said staff did not expect the first focused financial analysis to be expensive and the costs would be shared between TMWA and DWR. She noted one of the reasons it was done this way was because the County and TMWA share the same financial advisor and bond counsel and have arrangements with those entities in place. She said if the Board felt it was appropriate to be reimbursed for the actual costs of this study by the WRWC and the Water Management Fund, staff could submit a request for reimbursement to WRWC and Water Management Fund for their action.

Commissioner Galloway said other items had come before this Board where the Board did not want to go over the existing budget. He asked if this was in the budget. Ms. Menard replied not as a specific action item, but the DWR did have resources available to pay for professional services. She noted the point Commissioner Galloway was making was correct, but there was some flexibility with this and that was why the proposal was made. She reiterated DWR would ask for reimbursement if that was what the Board wanted.

Commissioner Larkin asked who funded the WRWC. Ms. Menard replied the WRWC was funded by the Water Management Fund, which was a 1.5 percent fee that was attached to the bill of all water users.

There was no response to the call for public comment for this item.

Commissioner Galloway noted he received phone calls expressing concern over this issue, but Ron Nicholson, Audit Committee Chairman, expressed particular concern in his fax regarding mergers and consolidations being discussed before the financial condition of the involved parties was known. He said Mr. Nicholson requested any discussion regarding a merger or consolidation be put on hold until the audit and the testing of internal controls was done. A copy of Mr. Nicholson's fax was placed on file with the Clerk.

Commissioner Galloway said at Mr. Nicholson's request, he asked County management over a month ago for all documents that were public records and were what presumably the newspaper saw that indicated \$6 million was taken instead of \$2.5 million. He said he did not see any documents that showed anything over the \$2.5 million was taken, so he had to assume he did not see all of the documents. He asked why the County did not do what Mr. Nicholson suggested by conducting the audit and then talking about what to do next.

Ms. Menard advised the forensic audit was ongoing and the criminal investigation was not yet complete. She said she was not sure what documents Commissioner Galloway was given, so she did not know if he saw the complete set. She noted there was a proposed contract with a forensic auditor that would be agendaized for the Board's action on October 14th, which was the next step in the ongoing process.

Ms. Menard advised that the District Attorney told her additional information with respect to the forensic audit would not be released until the criminal investigation was completed. She was also told that Kafoury, Armstrong Co. had asked a series of questions, which were answered. She said that material would be made available to the Audit Committee as part of the annual financial audit report.

John Sherman, Finance Director, advised the County was very close to having a forensic accounting firm, which would be under the guidance of the District Attorney's Office and the Sheriff's Office. He reiterated approval to hire the forensic accountants should come to the Board on October 14th or by the following week. He stated there had also been ongoing discussions with the financial statement auditors and the County had provided them, by the authority of the District Attorney's Office, the details regarding questions they had asked so they could go in and test the internal controls.

Commissioner Galloway replied the Audit Committee had not seen that information. He said even if a forensic auditor was hired, it would take them some time to do the work. He felt there was not enough information to proceed with evaluating the

wisdom of combining the operations of DWR and TMWA when the status of the DWR operations was not known. Mr. Sherman stated the issue before the County Commission today was to do due diligence on the existing debt structure of both the DWR and TMWA. He said he did not believe this item included an analysis of the integration of the operations. Commissioner Galloway advised that was not what it said in the agenda item.

Ms. Menard said the agenda item included the specific recommendation on the bottom of page 1 of the staff report to the bond counsel and financial advisors to do the three things listed. She explained the feasibility analysis was to look at the financial situation of the possibility of putting DWR and TMWA together, but it did not mean it would be done. Commissioner Galloway said that was what consolidation was, and he would not integrate with another company unless he knew everything about them. He felt it would not be good for TMWA. He advised he would also like to see an audit of TMWA's operation.

Commissioner Galloway asked if Swendseid & Stern would earn a commission and, if that was the case, he questioned if the people doing the evaluation should be the same people who would earn a commission if it went through. Mr. Sherman said if ultimately a consolidation would be done, he could not say if the County would want this financial advisor and bond counsel to do it. Commissioner Galloway felt they should not do this unless they excluded themselves from doing anything that actually consolidated the two entities. He said an independent professional arms-length audit was needed and there were others in this town that could do audits. Mr. Sherman said the scope of this particular engagement was not an audit, not a performance evaluation, and not an operational review to determine whether or not integration would work. Commissioner Galloway felt that was what it clearly was in the agenda and in the task described. He said it was to look at the feasibility to do just that from the financial point-of-view without looking at the operational point-of-view.

Commissioner Humke asked if it was against accounting rules to consider starting a forensic audit and to consider whether or not consolidation was possible at the same time. Mr. Sherman replied there was certainly overlap and the forensic review could play into the consolidation or integration. He felt the recommendation to proceed with the forensic contract, which would be coming to the Board next month, was a matter of coincidence because it was independent of this item. He advised the debt structure of the two entities needed to be looked at to see if there was anything in the existing obligations of the two entities that would make any further evaluation moot. He noted the forensic audit could feed into this, but it was primarily to determine if there were any show stoppers.

Commissioner Humke said the District Attorney was asking the Board to wait because the prosecution of a crime had to come first. He stated when the prosecution was concluded, it looked like a critical path was established to find the right contractor to conduct a forensic analysis so it could be started the moment the prosecution ended. Mr. Sherman stated the forensic analysis would start next month assuming the Board approved the contract.

Mr. Sherman advised, based on recent discussions with the financial statement auditors and based on the information the District Attorney authorized released to them, there would be audited financial statements available in December. He stated it was solely up to the discretion of the Sheriff's Office and the District Attorney's Office as to when and under what circumstances the forensic audit results would be released.

Chairman Larkin read the actual language of Section 56.10 of Nevada Revised Statute 531, which was attached to the staff report. He advised this was not optional on the part of the WRWC, but law; and the County must comply with the law in terms of doing the analysis. He said the WRWC asked the DWR and TMWA managers to begin that process knowing there were several impediments, such as the current ongoing criminal investigation. He felt there was no reason to stop this process because the window of opportunity to go back to the State Legislature to advise them early on that consolidation was not an option was rapidly closing because of the Legislature meeting next year. He asked what would be the County's response if asked by the Oversight Committee what had the County and TMWA done that lead to the conclusion that the process should be stopped.

Ms. Menard stated what was driving staff to think about this was the next Regional Water Plan was due to be completed before January 1, 2011. She said that might seem to be a long time away, but it was not. She stated staff felt it was appropriate to start now to do this in a judicious way and not put staff in the position of not being able to do the due diligence that should be done.

Ms. Menard clarified the selection of the firm to conduct the forensic audit was actually completed in late June or early July and a small contract was executed for some work. She said what was being worked on over the last few weeks was getting the remainder of the work agendized, such as getting the contractual arrangements organized in a way that would work for the District Attorney's Office, the Sheriff's Office, DWR, and the Finance Director. She reiterated the forensic audit was part of the criminal investigation and, until that was completed, no one was in the position to make the kind of long-term decision Commissioner Galloway was asking staff to look at. She said it was in the Department's interest to get the forensic audit completed and the case closed because it affected many aspects of the Department's business.

Commissioner Galloway reiterated the Internal Audit Committee did not have any of this information. He was told by the County Manager that until charges were filed, the information the Committee could get was limited; but now charges were filed and a plea was entered, but still no information had been provided. He asked if there was another investigation going on.

Chairman Larkin advised this discussion was going off the agenda item.

Commissioner Galloway stated he wanted to know what was going on because the Board was talking about proceeding without a lot of information being

available. Mr. Sherman replied there were actually two investigations with one being concluded and one coming forward. He said the information provided to Commissioner Galloway and the Audit Committee was the information in the indictments contained in the Reno Justice Court's public documents, which were provided to the media.

Commissioner Galloway asked why he was not provided with the documents the newspaper saw that suggested \$6 million instead of \$2.5 million was stolen even though he requested them. Chairman Larkin advised that was not on today's agenda and it was a sidebar comment that Commissioner Galloway could take up with Mr. Sherman later. He said the forensics might be relevant down the road, but today's discussion was on items a), b), and c). He asked if the Commissioners had any further questions related to those items.

Commissioner Weber felt it was time to move forward on this item.

Commissioner Galloway asked if a motion would include a request for reimbursement. Chairman Larkin asked if there was any appetite for reimbursement, which would come from the 1.5 percent that was on everyone's water bill. He said the 1.5 percent was already being stretched very far to cover what was being asked of it. He asked what was the original purpose of the 1.5 percent. Ms. Menard replied it was to support water resources planning in the Truckee Meadows Service Area.

Chairman Larkin asked Mr. Foree if TMWA had any plans to ask for reimbursement. Mr. Foree said TMWA planned to do the analysis under TMWA's existing budget.

Commissioner Galloway said he would vote no because he was not satisfied with the motion because there was no reimbursement request in it. He noted the new Water Authority could afford to do the study. He reiterated there was also a potential conflict between Swendseid & Stern in doing this evaluation because they stood to earn commissions later. He said he had an issue with the portfolio management company because he felt it was not particularly qualified to do this and there were better qualified people available. He also felt staff did not fully disclose information related to this matter.

Commissioner Humke discussed the intent of the analysis and noted the costs would be shared equally between DWR and TMWA, but those details could be worked out later.

On motion by Bonnie Weber, Vice Chairman, seconded by David Humke, Commissioner, which motion duly carried, with Jim Galloway, Commissioner voting "no," it was ordered that Agenda Item 12. be approved and directed.

08-1056

**AGENDA ITEM 13.**

**Agenda Subject:** “Discussion and possible direction to staff regarding rules and procedures for submitting background material and written comments relevant to Board meeting items (requested by Commissioner Humke).”

Commissioner Humke commented that it was not fair to citizens when they were expected to respond to something on the agenda when the backup materials were submitted just prior to the hearing.

Commissioner Weber said she did not understand what this item was about because there was no backup information or explanation. She requested staff come back with a staff report.

Commissioner Humke explained the issue arose regarding the submission of the South Valleys Area Plan with a developer application appended thereto. He stated it depended on who approached the County as to whether or not a document was accepted and distributed to the Commissioners. He said sometimes a document was gladly accepted and occasionally the answer was it was too late and further documents were not being accepted. He advised there was an 11 day lead time for a Commissioner to get something on an agenda, but department heads and other employees regularly handed something in at the meeting and expected it to be distributed. He said there seemed to be three sets of rules in play. He acknowledged it was frustrating especially when a Commissioner got something at the meeting that was very thick because there was no time to study it. He explained he was asking for clarification on what were the rules and if there could be one rule for everyone.

Chairman Larkin agreed there were variations in the rules depending on who submitted what. He said the Commission established a rule three years ago that citizens must submit all materials to the Clerk to get it included in the record rather than to individual Commissioners.

In response to the call for public comment, Gary Schmidt reminded the Board that the Open Meeting Law required that any member of the public, on request, must be supplied with any submittal to any Commissioner regarding an agenda item. He stated he suggested for at least five years that a copy machine be available so that something accepted for the record by the Clerk could be copied on request to comply with the Open Meeting Law. He further discussed the Open Meeting Law.

There was no action taken on this agenda item.

08-1057

**AGENDA ITEM 14. – MANAGEMENT SERVICES/  
GOVERNMENT AFFAIRS**

**Agenda Subject:** “Discussion and 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, or issues arising out of the special legislative session-Management Services/Government Affairs. (All Commission Districts.)”**

Dan St. John, Acting County Manager, stated there was nothing to report.

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

**08-1058            AGENDA ITEM 16. - REPORTS/UPDATES COMMISSIONERS**

**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 Humke said Ellen Oppenheim, President and CEO of the Reno-Sparks Convention and Visitors Authority (RSCVA) would have her performance review by the Board of Directors this Thursday. He stated the Regional Transportation Commission (RTC) met last week where a report was received regarding the SE Connector. He said the District Board of Health meeting this week would continue working on finding issues where agreements could be reached with the Cities of Reno and Sparks.

Commissioner Weber mentioned the RSCVA meeting on Thursday. She said she would also be having a mini retreat with the Nevada Works Board this week and there would be a Nevada Works Board meeting next month. She announced the grand opening of Scheels was this weekend. She said she was planning to attend the monthly Volunteer Fire Department meeting at 7:00 p.m. next Monday night at the Bonanza after which she would be out of town celebrating her 26th wedding anniversary.

Chairman Larkin said he hosted the Celebrate the Living River Annual Meeting on September 18th at the 102 Ranch, which 220 people attended and ground was broken. He noted it was technically the first of the flood control projects and two more would have ground broken over the next few months. He acknowledged there was still a lot of work to do with the Army Corp of Engineers and Congress. He stated ground would be broken for the new baseball fields at Eagle Canyon Park next Thursday at 5:30 p.m. He said he would also be attending a ground breaking of the Community Assistance Center on Friday at 11:30 a.m. He mentioned the Scheels public grand opening on Saturday.

Commissioner Galloway advised the Tahoe Regional Planning Agency (TRPA) would be meeting over two days. He noted the first day would be for regular

business and the second would be a workshop with the Advisory Planning Commission regarding the Shorezone Ordinance. He said there would be a Parks and Open Space meeting on October 7th, a Regional Planning Governing Board (RPGB) meeting on October 9th, and a Criminal Justice Advisory Committee meeting on October 9th. He stated Friday, October 10th, he would have his regular open meeting at the Northwest Library from 2-5:00 p.m. He said the West Truckee Meadows Citizen Advisory Board (CAB) would meet at Gomm Elementary School on October 13th where old business would be the Mayberry Bike Lanes.

Commissioner Jung said there would be a Library Subcommittee meeting on October 7th at 2:00 p.m. in the Caucus Room. She announced the SPCA of Northern Nevada would be having their big fund raiser on November 14th from 6:00 to 9:30 p.m. at the Circus Circus Reno and, in addition to public purchasing tickets, the SPCA was also collecting items to be auctioned off during the event.

**4:12 p.m.** The Board temporarily recessed.

**5:15 p.m.** The Board reconvened as the Board of Trustees for the South Truckee Meadows General Improvement District with Commissioner Jung absent.

**5:57 p.m.** The Board reconvened as the Board of County Commissioners with Commissioner Jung absent.

**5:58 p.m.** On motion by David Humke, Commissioner, seconded by Bonnie Weber, Vice Chairperson, which motion duly carried with Kitty Jung, Commissioner, absent, Robert Larkin, Chairman, ordered the meeting be adjourned.

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**ROBERT M. LARKIN**, Chairman  
Washoe County Commission

**ATTEST:**

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

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

**RESOLUTION OF SUPPORT  
ROUND 9 STATE QUESTION 1 GRANT APPLICATION**

WHEREAS, The State Question 1, approved by Nevada voters in 2002, calls for \$200,000,000 in funding in support of clean water, parks and wildlife across the state; and

WHEREAS, The Rusk Family Trust is willing to sell a conservation easement to protect 45 acres of land, containing agricultural, wildlife, watershed and scenic values, and 500 acre feet of water; and

WHEREAS, The Rusk ranchland is 14 parcels adjacent to the Washoe County's Wilson Commons Park; and

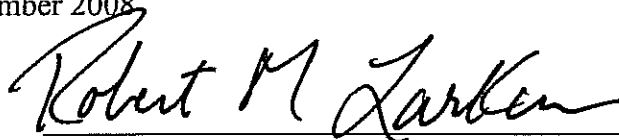
WHEREAS, The value of the conservation easement is estimated at \$2,000,000; and

WHEREAS, The Nevada Land Conservancy seeks to pursue conservation easement funding through Round 9 of the Nevada Division of State Lands Conservation and Resource Protection Grant Program for \$1,000,000, and the 50% match through the USDA Farm & Ranchland Protection Program for \$1,000,000; and

WHEREAS, the Washoe County Regional Parks and Open Space Department is in support of this conservation easement; now, therefore, be it

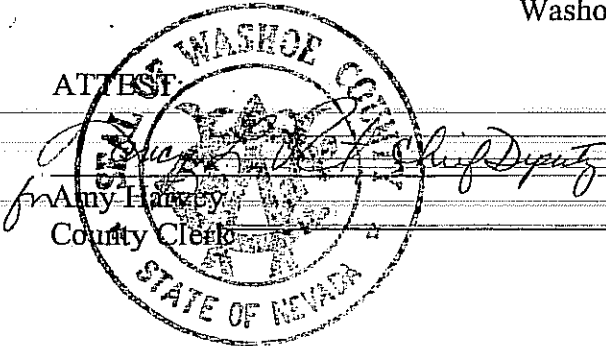
RESOLVED that the Washoe County Board of County Commissioners supports an application by the Nevada Land Conservancy for State Question 1 grant funding in the amount of \$1,000,000 for purchase of a conservation easement of 45 acres of meadowland property adjacent to Wilson Commons Park in Washoe Valley.

Adopted this 23rd Day of September 2008



Robert M. Larkin, Chairperson  
Washoe County Board of County Commissioner

ATTEST



08-1054

**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 A certain amount of money is available for fiscal year 2008-2009 for community support grants, which grants will provide a substantial benefit to the habitants of Washoe County and which are made to private nonprofit organizations; now, therefore, be it

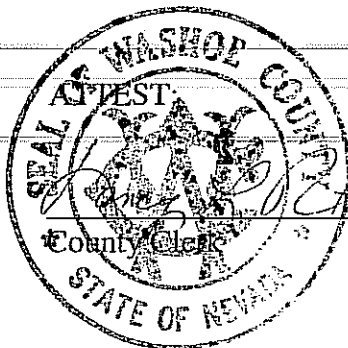
RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to the Catholic Community Services of Northern Nevada, a private, non-profit organization, a grant for fiscal year 2008-2009 in the amount of \$10,000 (Community Support).
2. The purpose of the grant is to provide for an Emergency Cold Weather motel voucher program to provide shelter for homeless families.
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 23<sup>rd</sup> day of September 2008.

*Robert M Larkin*

Robert M. Larkin, Chairman  
Washoe County Commission



*[Signature]*, Chief Deputy

08-10-08

**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 \$40,000 in funding is needed to address the basic health care needs of the uninsured and underinsured of Gerlach; now, therefore, be it

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

1. The Board hereby grants to Nevada Health Centers, Inc., a nonprofit organization created for religious, charitable or educational purposes, a grant for fiscal year 2008-2009 in the amount of \$40,000 (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 23<sup>rd</sup> Day of September 2008

*Robert M Larkin*

Robert M. Larkin, Chairman  
Washoe County Commission



*County Clerk*

28-1044

**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 \$93,071 in funding is needed to address the basic health care needs of the uninsured and underinsured of Gerlach; now, therefore, be it

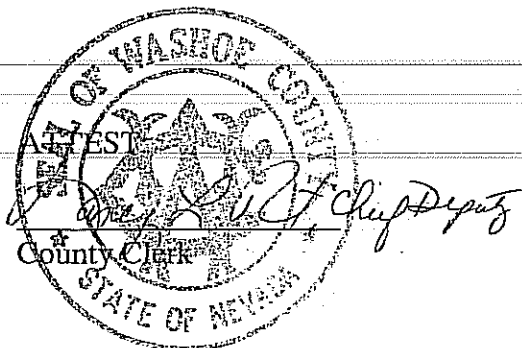
RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Nevada Health Centers, Inc., a nonprofit organization created for religious, charitable or educational purposes, a grant for fiscal year 2008-2009 in the amount of \$93,071 (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 Gerlach 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 23<sup>rd</sup> Day of September 2008

*Robert M Larkin*

Robert M. Larkin, Chairman  
Washoe County Commission



8-18-08

(Rev 9-5-08)

Washoe County

INTERLOCAL GOVERNMENT TEMPORARY FACILITY USE  
AGREEMENT

Dated as of September 12, 2008

**§ 1 Parties and schedule of information.**

**County** Washoe County, a political subdivision of the State of Nevada  
c/o Truckee River Flood Control Project  
9390 Gateway Drive, Suite 230  
Reno, Nevada 89521-8900

Attn: Doug DuBois (775) 850-7427

**City** City of Reno  
One East First Street  
Reno, Nevada 89501

Attn: Jodi Royal-Goodwin (775) 334-2305

**Operator** To be determined by City. Operator must, however, be organized as a non profit corporation created under NRS Chapter 82 and must be qualified as a charitable organization under Section 501 (c) (3) of the United States Internal Revenue Code.

**Facility** Units 7, 8 & 9 of 85 North Edison Way, Reno, Nevada, as depicted on the map attached hereto as exhibit "A".

**Use Terms** From October 1, 2008 through March 31, 2008, City may use the Facility during the hours of 6:00 p.m. to 9:00 a.m. as a men's overflow homeless shelter for up to 60 occupants and two motor vehicles. By 9:00 a.m. each morning, all occupants must be moved and the Facility must be cleaned.

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**§2. Recitals**

A. Acting as administrator of the Truckee River Flood Project under the Truckee River Flood Management Project Cooperative Agreement executed May 23, 2005, County acquired the building at 85 N. Edison Way and is holding and managing it

pending receipt of funding and authorization for demolition or other inclusion in the Truckee River Flood Project. Units 7, 8 & 9 of the building (the "Facility") are vacant.

B. City owns a homeless shelter on Record Street in Reno, Nevada, which is or will be operated by a private contractor under a contract with the City ("Operator"). From time to time during the winter months, the Record Street homeless shelter is unable to accommodate all of the homeless men in need of overnight shelter, and City desires to use the Facility as an overflow overnight homeless facility.

C. Under NRS 277.053, government agencies may enter into cooperative agreements to use or convey facilities without charge if the facility is to be used for a public purpose. Such interlocal cooperative use agreements are exempt from the requirements of NRS 244.2795, 244.281, and 244.283 regarding the leasing of property owned by the County.

NOW THEREFORE, the parties agree as follows.

**§3. Use and condition of Facility.**

a. General. City may use the Facility on a non-exclusive basis as specified above and subject to the following terms and conditions.

b. Contract with Operator. County acknowledges that City will enter into a contract with an operator and agrees that such operator may use the Facility under the terms and conditions herein provided that (i) County approves the Operator, which approval shall not be unreasonably withheld; (ii) City shall remain obligated hereunder, and (iii) City shall enter into a written agreement with an Operator to manage and operate the homeless shelter in the Facility, which written agreement must be approved by County, who will require adequate indemnification and insurance provisions, and an agreement to operate the Facility in accordance with this Use Agreement.

c. Duties and Prohibited Conduct.

1. Use of the Facility is subject to the rights and enjoyment of existing tenants in the building and adjacent buildings, and City shall cause the supervision and security of invitees and patrons of the overflow homeless shelter to be to avoid unreasonable loitering, panhandling or annoyance of existing tenants or their patrons.

2. City shall not use nor permit the use of the Facility in any manner that will tend to create waste or a nuisance or give rise to the possibility of a forfeiture of or liens against the Facility.

3. City shall comply promptly with all applicable statutes, laws, ordinances, rules, regulations, orders, covenants and restrictions of record, and

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requirements in effect or which become effective during the term, regulating the use of the Facility.

4. City shall obtain all required zoning entitlements, all required building permits, business licenses and other permits necessary for the operation of the Facility as a homeless shelter.

5. Each morning, the City shall cause the Facility and immediate areas to be vacated and cleaned and shall keep the Facility in a decent, safe and sanitary condition, free from any objectionable noises or odors, except as may be typically present for the permitted uses specified above.

6. City shall be responsible for and shall provide for the security of the Facility and County shall have no responsibility therefor.

d. Furniture and equipment. City shall provide all furniture and equipment for the homeless shelter and shall remove all such equipment and furniture at the end of the term of this use agreement. So long as it does not interfere with the use of the Facility by County, City may store furniture and equipment to be used in the overflow homeless center during non-use times.

e. Acceptance of Premises. City acknowledges that it has made a thorough inspection of the Facility and hereby accepts the Facility as of the commencement date **AS IS WITH ALL ITS FAULTS**. City further acknowledges that County has made no oral or written representations or warranties to the city regarding the condition of the Facility, and that City is relying solely on its inspection of the Facility with respect thereto. City acknowledges that the Premises lies in a flood plain and frequently floods, and City assumes all risks of flooding and agrees and acknowledges that County is under no duty to prevent or minimize the possibility or effects of flooding on the Facility.

f. Maintenance and repairs.

a. Except for repairs as provided below, County will maintain the Facility and make all necessary repairs.

b. City shall be responsible for repairing all damages caused by activities of (i) City's agents, employees, invitees, visitors or contractors; (ii) Operator's agents, employees, invitees, visitors, or contractors, and (iii) patrons of the homeless shelters and their visitors.

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**§4 Compensation and Expenses.**

- a. City is authorized to use the Facility without charge.
- b. County shall pay all utilities and expenses relating to the care and maintenance of the Facility except for the expenses of (i) cleaning and repairs as provided above, (ii) insurance to be provided hereunder, and (iii) all permits and licenses necessary to operate the Facility as provided above.

**§5 Insurance and Indemnifications.**

a. Insurance. City shall provide (through self-insurance or by independent policy) and cause the Operator to provide (by independent insurance policy) and during the use term and pay all premiums and keep in force (i) industrial insurance or workman's compensation as required by Nevada law, (ii) comprehensive form general liability for bodily injury, personal injury and property damage at least \$2 million combined single limit per occurrence); (iii) property damage for contents of the Facility; and (iv) auto insurance all in form and content satisfactory to County.

b. Indemnification by City

To the fullest extent permitted by law, and subject to and without waiving any immunities (except as provided under the law of Nevada, including NRS 41.0305 through NRS 41.039, as amended from time to time), the City shall indemnify, hold harmless and defend County and its related parties from and against all claims and liability arising out of or in any way connected with (i) the operation of the Facility by city or a related party; (ii) any condition in or about the Facility created by City or a related party during any period of time that City or a related party had possession of the Premises; (c) any act, or omission (as defined below) of City or a related party; (iii) any accident, injury, or damage whatever occurring in, at, or upon the Facility caused by an act or omission of City or a related party; and (iv) any breach or default by City in the full and prompt payment and performance of City's obligations under this Agreement. In addition to those included in the definition below, a "related party" of the city includes any operator and any invitee of the shelter. If any action or proceeding is brought against County and such claim is a claim for which City is obligated to indemnify County pursuant to this Agreement, City, upon notice from County, shall resist and defend such action or proceeding by counsel reasonably satisfactory to County.

c. Indemnification by County

To the fullest extent provided by law, and without waiving any immunities (except as provided under the law of Nevada, including NRS 41.0305 through NRS 41.039, as amended from time to time), County shall indemnify, hold harmless and defend the indemnified parties from and against all liability arising out of the negligence of County and its related parties or the administration of this Agreement to the extent

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caused by an act, error or omission of the County or a related party. "Indemnified parties" includes City and its related parties. "Arising out of the administration of this Agreement" means the performance of any task, responsibility or the pursuit of any right contemplated under this Agreement but does not include any acts covered by sovereign or other immunity law.

d. Definitions.

"**Claims and Liability**" means all third party claims, actions, damages, losses, judgments, injuries, costs and expenses, (including those paid to settle the case) including but not limited to attorneys' fees and costs, including those related to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (including the loss of use resulting therefrom) and other economic damages. "**An act, error or omission**" includes acts, errors or omissions that constitute negligence or willful tortious conduct as determined by a court of competent jurisdiction under applicable law, and further includes breaches of this agreement and/or violations of law. A "**related party**" includes all officers, employees, agents, contractors and subcontractors of the party who are acting within the scope of their assigned and lawful duties, as well as anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

e. Limitations and Conditions.

The obligations of each indemnifying party hereunder 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 section. The indemnification shall not be diminished or limited in any way to the total limits of insurance required in this contract or otherwise available to the indemnifying party. If the liability is asserted by an employee of an indemnifying party, the indemnification herein is not limited to damages, compensation or benefits payable by or for the indemnifying party under worker's compensation acts, disability benefit acts or other employee benefit acts. Each indemnifying party shall be permitted to participate, if it chooses, in the defense of any action claiming liability, even if the indemnified party is indemnified hereunder. Either party may set off any of its rights under this subsection against any consideration it provides under this agreement. The obligations to indemnify and save harmless herein survive the expiration or termination of this Agreement.

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**§6 Term and termination of Agreement.**

a. This Agreement automatically terminates on the earliest of (i) at the expiration of the term specified in; or (ii) City ceases to use or cause the Facilities to be used for the public purpose specified in the "Use Terms" stated above.

b. Either party may, with or without cause, terminate this Agreement upon 10 days written notice to the other at the address specified above.

c. In the event of automatic or other termination, City agrees to clean and restore the Facility to its condition on the first day of use, normal wear and tear excepted.

**§7. General Terms.**

a. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Nevada.

b. Modification. The provisions of this Agreement may not be modified, except by a written instrument signed by both parties.

c. Attorney's fees and costs. If any party hereto institutes any action or proceeding (including arbitration, if authorized) against the other or others arising out of or relating to this Agreement, attorney's fees and costs may be awarded to the prevailing party, as determined by or otherwise allocated at the discretion of the Court (or arbitrator).

d. Partial Invalidity. Each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law, taking into account permissible waivers or provisions which may be upon agreement of the parties. If any term or provision of this Agreement or the application thereof shall be deemed by a court of competent jurisdiction to be in violation of law or public policy, or otherwise unenforceable, then it shall be deemed modified, ipso facto, to bring it within the limits of validity or enforceability, but if it cannot be so modified, then it shall be excised from this Agreement. In any event, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected.

e. Timing Time is of the essence in the performance of this Agreement. Unless otherwise specified, the term "days" means calendar days. If a deadline falls on a weekend or holiday then performance is due on the first business day of the recipient thereafter. Unless otherwise specified, performance is due by the later of 5 p.m. Reno, Nevada time or close of business of the recipient on the day it is due.

f. Entire Agreement; Exhibits; Recording. This Agreement, together with all addenda, exhibits and riders attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. All exhibits referred to herein are attached hereto and incorporated by reference. This Agreement shall not be recorded in the Official Records of Washoe county.

Exhibit A Property Location Map.

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EXECUTED on the dates indicated below.

**County:**

WASHOE COUNTY, a political sub-division of the State of Nevada, (COUNTY)

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

Date 9/23/08

Attest:

By: Amy Harvey, County Clerk  
Amy Harvey, County Clerk

Date 9/23/08

City of Reno, a political sub-division of the State of Nevada

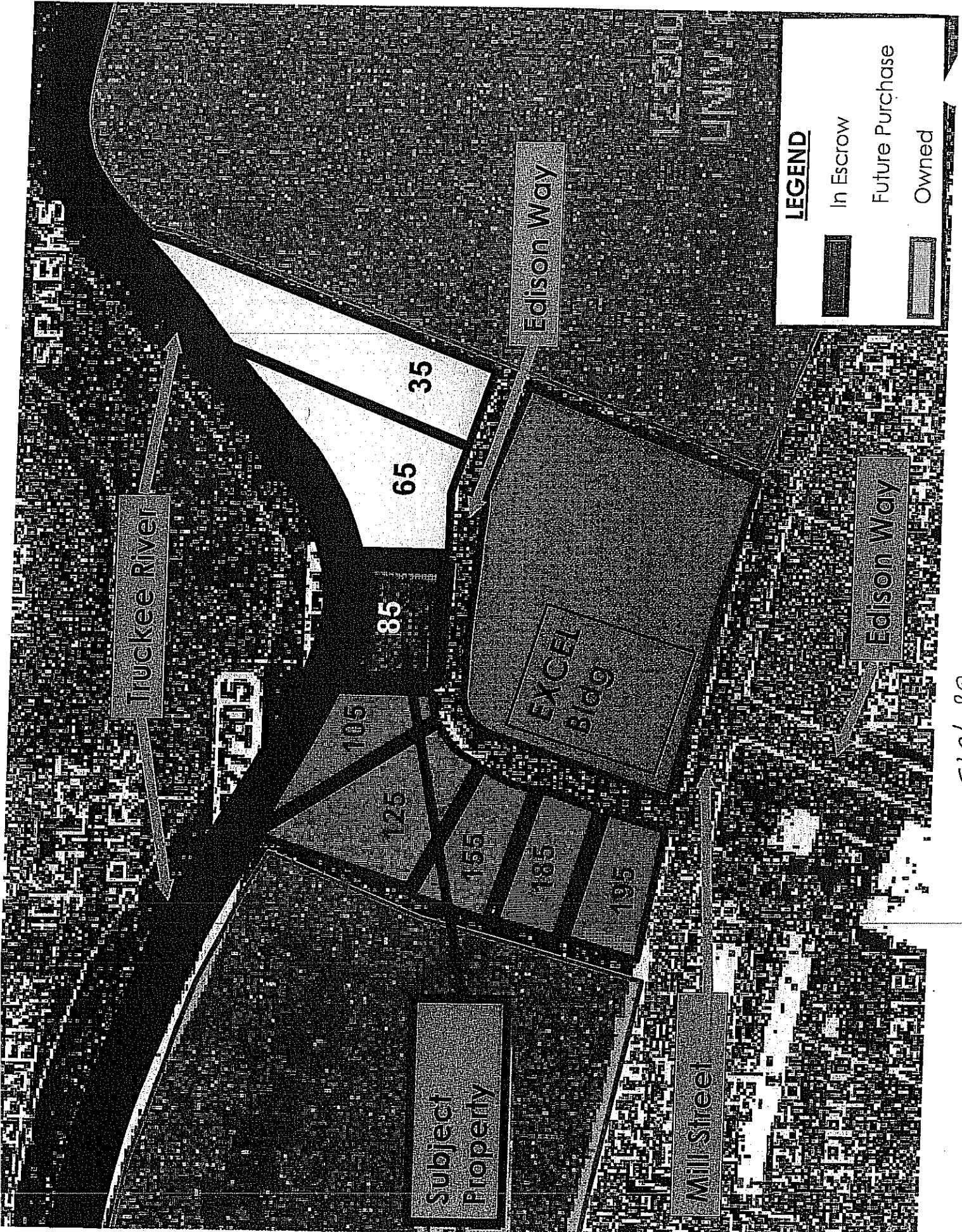
By: \_\_\_\_\_  
Robert A. Cashell, Sr., Mayor  
City of Reno

Attest:

By \_\_\_\_\_

Date \_\_\_\_\_

08-1043



2401-88

REVISIONS:	BY:

**FLOOR PLAN**

**EDISON INDUSTRIAL PARK**  
**THE RIBEIRO CORP.**  
**85 N. EDISON WAY.**

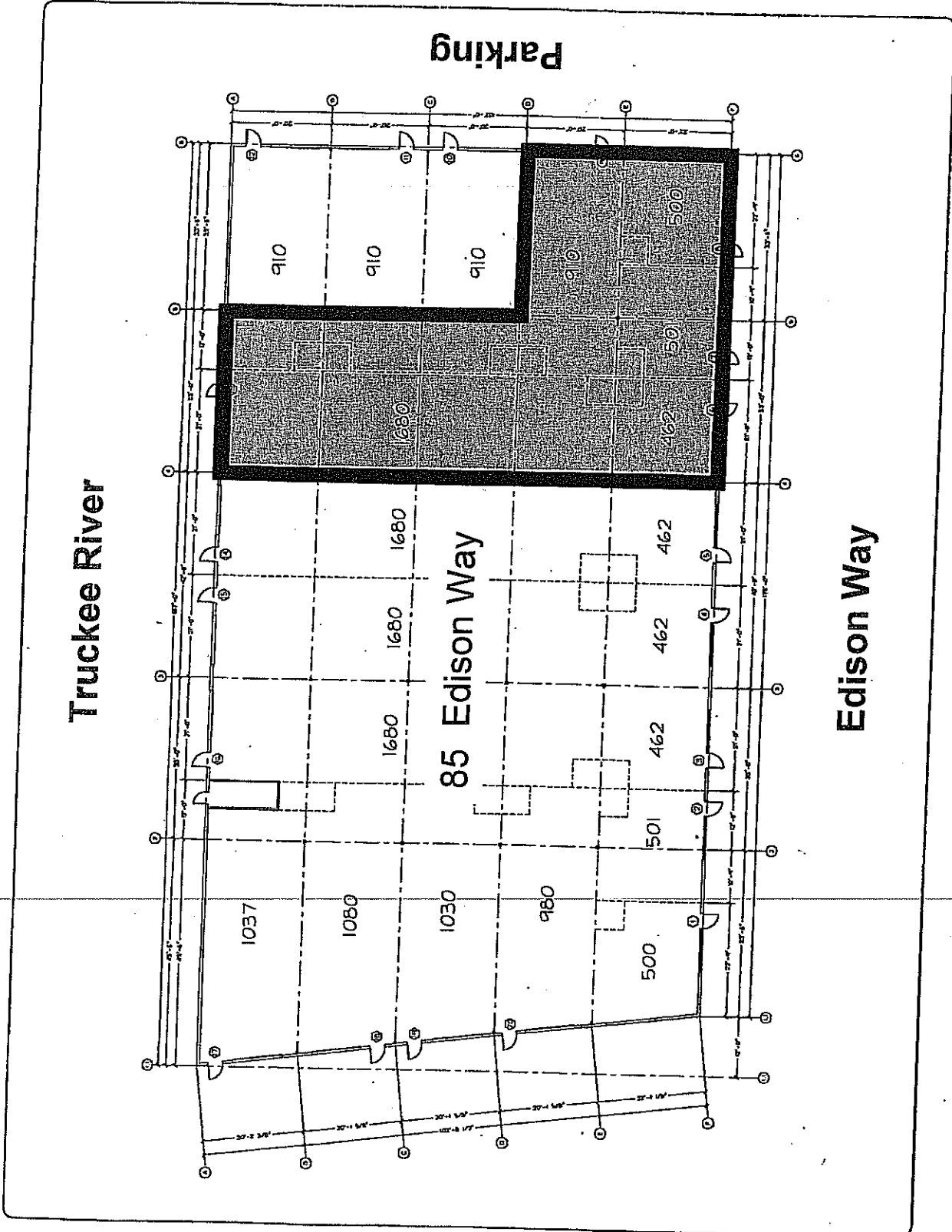
193 B. REDNO AVE.  
LAS VEGAS, NV  
11627  
RIVADA CONTRACTOR

8119  
CALIFORNIA CONTRACTOR  
127166  
LAS VEGAS, NV

6004 S. MCABAY  
RENO, NV 89509  
AYCOHA CONTRACTOR  
08411007

DATE:	
SCALE:	
PROJECT:	

**A-1**

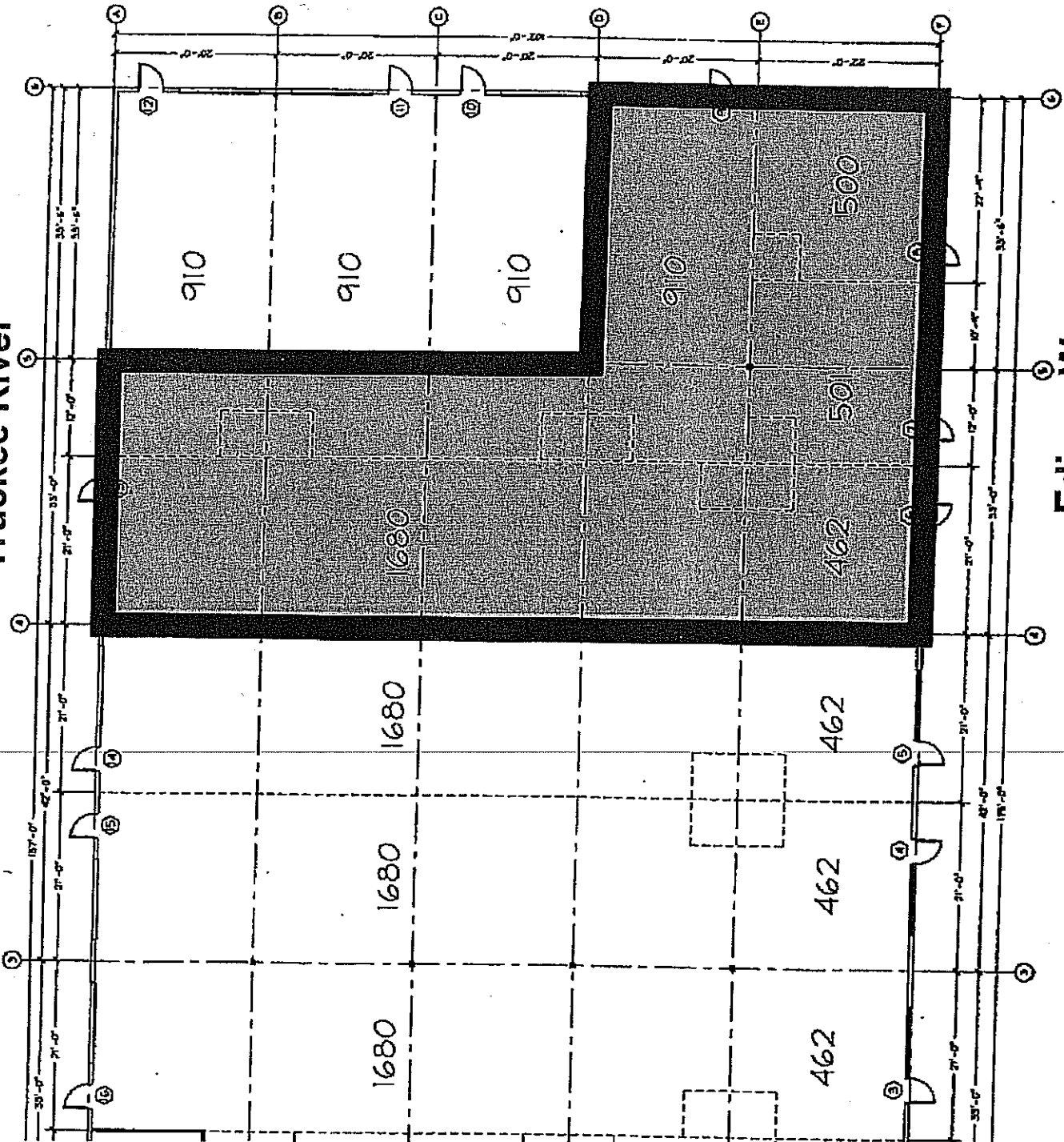


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Truckee River

Edison Way

Parking



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EDISON INDUSTRIAL PARK  
 THE RIBEIRO CORP.  
 85 N. EDISON WAY  
 FLOOR PLAN



NEVADA CONTRACTOR  
 11632  
 CALIFORNIA CONTRACTOR  
 237166  
 ARIZONA CONTRACTOR  
 053011007

195 E. RENO AVE.  
 LAS VEGAS, NV  
 89119

6190 SO. MCARDIAN  
 RENO, NV 89509

DATE
CONCEDED BY
DRAWN BY



## Attachment C

### Overflow Homeless Shelter

#### Flood Evacuation Plan

In the event of a *flood warning* during operation of the Overflow Homeless Shelter on Edison Way (October 15, 2008 – March 31, 2009), the following action will be taken:

- The Driver/Supervisor and Volunteer Assistant Supervisor will wake all clients and begin shuttling them back to the Men's Drop In Center using the 15-passenger RSGM van available to them.
- The Driver/Supervisor will drive between the Men's Overflow Shelter and Men's Drop In Center, while the Volunteer Assistant Supervisor remains at the shelter to provide supervision and order.
- This process will continue until the last man boards the van for transport back to the Men's Drop In Center.
- The Volunteer Assistant Supervisor will join the last vanload of men back to the Men's Drop In Center.
- The Supervisor will notify MDIC Manager Bud Cardwell/Asst. Manager Mark Mallory of the situation and will receive further direction if necessary.

If waters in the Truckee River are rising so rapidly that there is not time to safely transport the men back to the Men's Drop In Center, the Driver/Supervisor and Volunteer Assistant Supervisor will follow the same procedure outlined above, but will simply drive the men to higher ground, away from the river. **The latter location will be determined before the opening of the Men's Overflow Shelter.**

August 29, 2008

08-1043

**FORENSIC SUPPORT SERVICES AGREEMENT  
BETWEEN  
WASHOE COUNTY SCHOOL DISTRICT ON BEHALF OF  
WASHOE COUNTY SCHOOL DISTRICT POLICE DEPARTMENT  
AND  
WASHOE COUNTY ON BEHALF OF  
THE WASHOE COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and Washoe County School District on behalf of Washoe County School District Police Department, hereinafter referred to as USER.

**WITNESSETH:**

**WHEREAS**, pursuant to NRS 277.180, WASHOE and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

**WHEREAS**, USER desires to acquire the assistance of WASHOE in providing USER the use of WASHOE'S Forensic Support Facilities and Services;

**WHEREAS**, WASHOE desires to provide its assistance to USER in regard to the use of WASHOE'S Forensic Support Facilities and Services;

**NOW, THEREFORE**, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. **SERVICES PROVIDED:** Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit A attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

~~WASHOE staff shall be available, should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.~~

A. For fiscal year 2008/2009 USER shall pay to WASHOE a fee of \$8,837, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit A attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

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B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit A, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 15 days of USER'S receipt of billing by WASHOE for any such staff services.

2. **INDEMNIFICATION:** USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. **MODIFICATION:** Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. **EFFECTIVE DATE AND RENEWAL:**

- A. This Agreement shall be effective as of July 1, 2008 and terminate as of June 30, 2009.

1/20/08

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 8/28/08

BY: Michael Haley  
WASHOE COUNTY SHERIFF

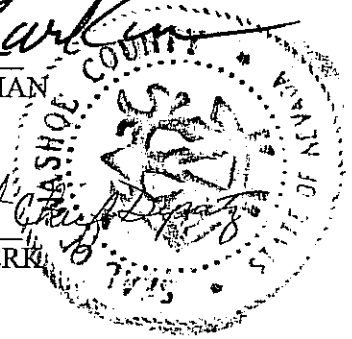
WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 9/23/08

BY: Robert M Larkin  
ROBERT M. LARKIN, CHAIRMAN

DATE: 9/23/08

ATTEST: Dorey L. P. [Signature]  
WASHOE COUNTY CLERK



1707-9C

USER

DATE: 08-28-08 BY: [Signature]

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

## Exhibit A

### Full Services Provided under the Forensic Science Division Contract

Forensic laboratory analysis services within the existing capabilities of the laboratory will include the following:

#### Trace Evidence

- Physical Match
- Headlamp on/off determination
- Glass
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

#### Presumptive Stain Characterization

- Blood
- Human Blood
- Saliva
- Seminal fluid (absence of sperm cells)

#### Confirmatory Stain Characterization

- Semen (presence of sperm cells)
- Seminal fluid (absence of sperm cells)

#### Solid Dosage/Seized Drugs (Drug Testing)

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

- IBIS database
- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

#### Crime Scene Investigation

- Homicide
- Attempted Homicide
- Officer Involved Shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child Abuse
- Sexual Assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed Robbery with substantial bodily injury
- Bank Robbery

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- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy

#### Latent Print Processing

- WIN/AFIS database

#### Photo laboratory services

#### DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual Crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual Crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

Forensic laboratory analysis services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; Current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis not crime scene response.
- Crime scene response to non-major crimes such as burglary, recovered stolen vehicle, consensual sexual cases, collection of evidence from officer at hospital, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer
- Trace evidence analysis of fibers, paint, hair and explosive materials

08-10-11

**INTER-GOVERNMENTAL AGREEMENT  
RENEWING THE WASHOE COUNTY HOME CONSORTIUM (WCHC)**

**THIS AGREEMENT** is made and entered into on this 23<sup>rd</sup> day of September, 2008 by and among the City of Reno, a municipal corporation of the State of Nevada (hereinafter "Reno"), the City of Sparks, a municipal corporation of the State of Nevada (hereinafter "Sparks"), and Washoe County, a political subdivision of the State of Nevada (hereinafter "County").

**WHEREAS**, the United States Congress enacted the Cranston-Gonzales National Affordable Housing Act of 1990 and federal regulations have been adopted pursuant thereto (hereinafter collectively referred to as the "Act"); and

**WHEREAS**, Title II of the Act creates the Home Investment Partnerships Program (hereinafter "HOME") that provides funds to states and local governments for acquisition, rehabilitation, new construction of affordable housing and tenant-based systems; and

**WHEREAS**, under the Act, an organization of geographically contiguous Units of General Local Government (hereinafter UGLGs) may act as a single unit of general local government for purposes of receiving and administering HOME funds and carrying out the purposes of the Act; and

**WHEREAS**, in June of 1994, Reno, Washoe County and Sparks entered into an agreement to jointly act as the Washoe County HOME Consortium (hereinafter "WCHC"), a consortium of local governments under the Act; and

**WHEREAS**, the Act requires local governments acting as a consortium to submit a single Consolidated Plan that covers the entire geographical area encompassed by the consortium members as part of the eligibility requirements for HOME funds under 24 CFR Section 91.15 (b) of the Consolidated final rule implementing the act; and

**WHEREAS**, funds from Title II are distributed to metropolitan cities, urban counties, states and consortia of local governments; and

**WHEREAS**, the Act requires that a consortium must have one member of the UGLG authorized to act in a representative capacity for all members for purposes of the Act to assume overall responsibility for the Act, including requirements concerning the Consolidated Plan; such member unit shall hereinafter be referred to as "Lead Agency"; and

**WHEREAS**, Reno, Washoe County and Sparks (hereinafter, participating jurisdictions or "PJs") desire to renew their commitment to act jointly as a consortium for purposes of the Act and hereby enter into this Inter-Governmental Agreement which supersedes all other inter-governmental agreements setting up the Washoe County HOME Consortium; and

**WHEREAS**, this Agreement to operate as the WCHC is a renewal of the parties' 1994 and subsequent commitments to operate as the WCHC and supersedes all previously executed agreements regarding the WCHC; and,

**WHEREAS**, this Agreement is entered into and ratified by each participating jurisdiction pursuant to Section 277.110 of the Nevada Revised Statutes; and,

**WHEREAS**, ratification of this agreement by the Regional Planning Governing Board constitutes its agreement to have the Regional Planning Governing Board fulfill the procedures as set forth herein.

**NOW, THEREFORE**, based upon the terms and conditions outlined below, the parties hereby agree as follows:

1 2008-9-23

**I. WASHOE COUNTY HOME CONSORTIUM (WCHC)**

**A.** Reno, Washoe County and Sparks agree to act jointly as a consortium within the meaning of the Act to become a participating jurisdiction to be known as the **Washoe County HOME Consortium**.

**B. Purpose:** Reno, Washoe County and Sparks will act as the WCHC for the purposes of applying jointly for federal funding under the HOME Investment Partnership Program and administering affordable housing programs, including undertaking or assisting in undertaking HOME eligible housing assistance activities described in Title II of the Act, the latter to include, but not be limited to, acquiring, rehabilitating, and constructing affordable housing, and providing tenant-based rental assistance.

**II. ROLES**

**A. DIRECTORS:** The city managers of Reno and Sparks, and the county manager of Washoe County, and/or their designees, shall serve as the Directors of the WCHC.

1. The WCHC Directors shall provide leadership and have overall management responsibility to direct the WCHC activities.

2. The WCHC Directors shall make appropriate policy assessments and decisions concerning issues including, but not limited to, those relating to existing and potential Affordable Housing Municipal Loan Program funding sources other than the WCHC's HOME funds for which the authority and responsibility rests with the Lead Agency.

3. Except for the authority and responsibilities vested in the Lead Agency concerning the development of the WCHC's Consolidated Plan, the WCHC Directors shall affirmatively further the region's planning for affordable housing.

4. WCHC Directors shall affirmatively communicate when necessary to entities whose policies or proposed policies may directly affect the operation of the WCHC, such as the State Division of Housing and the United States Department of Housing and Urban Development.

**B. LEAD AGENCY:** Reno, Washoe County and Sparks agree that Reno shall serve as the Lead Agency and administer the WCHC through Reno's Community Resources staff.

1. The Lead Agency shall perform all duties and responsibilities as set forth for the Lead Agency by the terms of this Agreement.

2. The Lead Agency shall provide effective leadership, support and management of the WCHC's required functions.

3. The Lead Agency staff shall provide, subject to adequate funding, effective leadership, support and management of the implementation of the region's affordable housing policies.

4. The Lead Agency is authorized to amend the agreement and to add new UGLGs as members/ on behalf of the WCHC upon the approval of the participating jurisdictions,

5. The consortia will adopt any amendments to the agreement that incorporate future changes necessary to meet the requirements of HUD consortia agreements in subsequent qualification periods through the automatic renewal process. The qualification period is defined as the three year period based on the Federal fiscal year for which the consortium is eligible to receive HOME funds through the annual formula allocation.

6. Neither the Regional Planning Commission nor the Regional Planning Governing Board will act as the Lead Agency.

02-1027



**C. Technical Review Committee:** Reno, Washoe County and Sparks agree that a Technical Review Committee (hereinafter **TRC**) will be established and that from those projects determined eligible for funding by the Lead Agency pursuant to Section VII. A. the TRC will recommend projects for funding.

**D. Regional Planning Governing Board:** The Regional Planning Governing Board will ratify the final approved funding allocations made by the WCHC Directors.

**E. Fair Housing:** Reno, Sparks and Washoe County commit to affirmatively furthering Fair Housing in all respects in their contributions to the operation of the WCHC.

### III. CONSOLIDATED PLAN

**A. Responsibility:** Reno, Washoe County and Sparks agree that although the Lead Agency is ultimately responsible for developing a HUD approved Consolidated Plan; all WCHC members shall participate in the Consolidated Plan development process and end product.

**B. Preparation:** The Consolidated Plan document shall be prepared by Reno in collaboration with technical staff from Washoe County, Sparks and the Regional Planning Agency (if the latter so chooses) more than sixty (60) days prior to the date the Consolidated Plan documents must be submitted to HUD, subject to XIII (A) of this agreement.

**C. Advisory Committee:** The WCHC may use a Consolidated Plan advisory committee to assist in the development of the Consolidated Plan documents. An advisory committee established pursuant to this Paragraph is not the TRC, but must be representative of the three local jurisdictions members of the consortium.

**D.** The Consolidated Plan will be presented to the individual jurisdictions for recommendations, afterwhich it will be forwarded to the Lead Agency for final adoption and submission to HUD.

**E.** The Lead Agency will schedule the adoption of the Consolidated Plan for a Reno City Council meeting which will occur no less than 15 days nor more than 30 days prior to the submission date required by HUD.

**IV. Other HUD Required Reports:** The Lead Agency shall prepare regional annual performance reports and/or reports specified by HUD and submit the same to HUD with copies to the WCHC members and to the to the Regional Planning Commission and Regional Planning Governing Board.

### V. FUNDING

**A. Management and Accounting:** The Lead Agency shall be responsible for the management and accounting of all WCHC funds and shall conform to the policies, regulations and statutes governing such funds.

**B. Pro-Rata funds:** Reno, Washoe County and Sparks agree that a pro-rated portion for self-directed projects should be based on the previous year's State of Nevada demographer's certified population when determining how WCHC HOME funds shall be dedicated to each participating jurisdiction each year.

1. The funds so dedicated to the participating jurisdiction may be from HOME funds available to the WCHC.

2. Any of the self-directed funds not allocated by the individual jurisdictions will no longer be dedicated to self-direction and will be made available for allocation by the TRC to any projects during the current funding round.

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1. If the WCHC terminates, such repayment of Consortium funds will be allocated to the three jurisdictions based on the geographic distribution of the remaining investment of such Consortium funds in the region, but only if such jurisdictions place such funds in a HOME Investment Trust Fund operated in compliance with HUD rules and regulations and HUD agrees to monitor such nonparticipating jurisdiction trust funds.

2. If HUD prohibits the administration of HOME dollars by any resulting nonparticipating jurisdiction, repayments otherwise due to a participating jurisdiction will be administered by the Lead Agency, City of Reno, in compliance with HUD regulations.

**D. Repayment of Non-HOME Funds:** The mechanisms by which any repayment of non-HOME funds and/or any payment of interest or other return on investment of such non-HOME funds to be made shall be governed by the restrictions imposed by the source of such funds. The WCHC Directors may describe procedures for such funds and repayments thereof consistent with such restrictions.

**E. Monitoring:** According to HUD regulations and guidelines on the use of any local HOME investment fund monies, the Lead Agency has the responsibility for monitoring. If the WCHC agrees to administer State HOME funds or any other funds, the Lead Agency will have the responsibility for monitoring and reporting to the State of Nevada on the use of such funds.

**F. Volume Cap:** Nothing contained in this Agreement is intended to, nor does it, affect any parties' rights and responsibilities with respect to its share of the State of Nevada's Volume Cap.

## VII. PROJECT EVALUATION AND FUNDING RECOMMENDATION PROCESS

### A. Lead Agency

1. The Lead Agency, in collaboration with technical staff persons from each WCHC member, may develop a fair and appropriate system to assist in the selection of projects; such system to reflect existing policy, priorities and criteria established by the Truckee Meadows Regional Plan, the jurisdiction's comprehensive housing plans, Consolidated Plan, Action Plans and any criteria established for any particular AHMLP funding round.

a. If any such system is used, it will be a product of the collaborative effort between the technical staff from the three WCHC jurisdictions, and, if the Regional Planning Commission so chooses, a Regional Planning Commission technical staff person. These technical staff are not necessarily the same technically proficient staff persons which the WCHC members are required to appoint to the TRC.

b. Any such system must be reviewed and adjusted to reflect current conditions prior to each funding round.

2. The Lead Agency may also develop a pre-application or technical assistance process which would provide project assessment, technical assistance and resource coordination to lesser experienced housing providers

3. **Criteria:** The Lead Agency will also pre-screen project applicants for conformance with any minimum threshold criteria established in the Consolidated Plan which may be stricter than those imposed by the funding source's own rules, regulations or guidelines.

a. Threshold criteria and any other criteria, incentives, etc., developed for each AHMLP funding round, regardless of funding sources, will be developed by the Lead Agency in collaboration with technical staff persons from each WCHC jurisdiction.

b. Such criteria will be consistent with all relevant policies and priorities contained in the Consolidated Plan, related plans from individual CDBG entitlement jurisdiction

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pursuant to 24 CFR 91.220 (hereinafter referred to as "Action Plans") and individual housing elements in each jurisdiction's master plans.

**B. Technical Review Committee (TRC)**

**1. Composition:** Reno, Washoe County and Sparks agree that the TRC, established pursuant to Section II. C of this agreement will be comprised of eight (8) persons.

**a.** Two persons will be appointed by each jurisdiction made up of one technically proficient staff person (that is a person knowledgeable in housing issues) and one non-staff person who is not required to be technically proficient.

**b.** At least one technically proficient non-staff person shall be added to the TRC chosen by the technical staff members of such TRC.

**c.** The Regional Planning Commission shall appoint a member of its own staff.

**2. Quorum:** Five (5) TRC members or two-thirds of the current TRC membership shall constitute a quorum necessary to consider all matters of business at any meeting of the TRC.

**3. Purpose:** The purposes of the TRC are:

**a.** To review eligible projects for conformity to the priorities and policies included in the Consolidated Plan, Action Plans, Truckee Meadows Regional Plan, relevant jurisdictions' comprehensive housing plans, and/or specific self-directed priority project(s) and criteria established by the technical staff of WCHC members, including threshold criteria concerning length and depth of affordability which are more strict than those required by regulations or rules outlining the use of the particular funding source.

**b.** To evaluate the projects using other criteria developed and adopted by the WCHC.

**c.** To prioritize projects based on the evaluation described in Section VII. A and make AHMLP funding recommendations as constrained by the availability of funds.

**4. TRC Public Hearings Process:** The TRC will hold Public Hearings following the funding round application deadline.

**a.** The first Public Hearing will be to hear project presentations by the applicants, with the opportunity to ask questions and request further information. A **Community Housing Development Organization (CHDO)** is a private nonprofit, community-based service organization that has obtained or intends to obtain staff with the capacity to develop affordable housing for the community it serves and must meet specific HUD qualifications under 24 CFR 92.300. WCHC staff will review and approve the certification/recertification applications for CHDO eligibility, and WCHC staff will review CHDO development applications to determine eligibility to receive CHDO set-aside funding. At the first public hearing, applicants meeting the Community Housing Development Organization certification/recertification qualifications will make their presentations to the TRC if seeking operating funds allocation consideration.

**b.** The second Public Hearing will be to review projects and receive requested additional information, as well as to determine those projects that meet the priorities of the individual jurisdictions. Recommendations to go forward to the Directors for CHDO operating funds will be approved during this public hearing.

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c. Those projects meeting jurisdictional priorities will then be forwarded to the individual jurisdictions by their Technical Staff for possible allocation of the jurisdiction's pro-rata share (Section V, B.) of funding.

d. At the **third and final** Public Hearing, the TRC will develop the final recommendations for project funding, including not less than 15% of the HOME allocation set-aside for CHDO eligible projects, for final allocation by the Directors.

**5. TRC Recommendations:** The final recommendations made by the TRC for projects shall be forwarded to the Directors for final approval.

**6. Regional Planning Governing Board:** The Directors will forward the approved funding recommendations to the Regional Planning Governing Board for final ratification. The ratification contemplated in this paragraph by the RPGB shall be done by the RPGB in its sole and absolute discretion.

a. There shall be no appeal or judicial review of the final Regional Planning Governing Board's ratification.

b. **Indemnification:** Subject to the limitations of applicable law and without waiving their statutory protections, each member agency agrees to hold harmless, indemnify and defend the Regional Planning Governing Board and its respective members, and its staff from and against any and all claims, demands, action, causes of action and litigation, financial or otherwise, arising out of their independent activities or activities of the board.

**C. Other Funding Requirements:**

1. **Match:** The WCHC is required to provide a match of at least 25% for HOME funds. Sources and forms of match by the WCHC will include the Low Income Housing Trust Funds and the value of tax-exemptions resulting from the investment of HOME funds into affordable rental properties.

2. **Lead-Based Paint Regulations:** Members will continue to abide by their own local codes and standards, with the acknowledgement that projects receiving Federal funding are subject to the regulations for addressing lead-based paint hazards.

3. **Program Design and Implementation:** Existing programs may need to be modified to be funded with HOME funds; however, the WCHC activities do not impact Community Development Block Grant (CDBG)-funded programs.

**VIII. APPEAL PROCESSES:** The WCHC *Standard Operating Policies and Procedures* (<http://cityofreno.com/Index.aspx?page=646>) provide a process by which proponents of a proposed project either not recommended for funding by the Technical Review Committee or recommended for funding at a lesser amount than requested may appeal for reconsideration.

**IX. CONFLICTS OF INTEREST:** Reno, Washoe County, Sparks, and the TRC pledge adherence to the conflict of interest tenets embodied in HUD's CPD Notice 98-09 (Superseding CPD Notice 93-06), 24 CFR 92.356 (Rev. 4/1/06) and the Nevada Ethics in Government Law.

**X. GENERAL ADMINISTRATION**

**A. Notices and Communications:**

08-10-06

1. **Sparks:** Designates its Community Development Director or his or her designee as Sparks' representative to whom all notices and communications relating to WCHC business from Reno or Washoe County shall be directed.

2. **Washoe County:** Designates its County Manager or his or her designee as Washoe County's representative to whom all notices and communications concerning WCHC business from Reno or Sparks be directed.

3. **Reno:** Designates its Community Reinvestment Manager or his or her designee as Reno's representative to whom all notices and communication from Sparks, Washoe County or any other entity concerning affordable housing shall be directed.

4. Reno's duty, as the Lead Agency, to notify Washoe County and Sparks shall be complete when the communication is sent to the designated representative. It is the duty of the designated representative to notify appropriate individual(s) and/or departments within Washoe County and Sparks.

**B. Program Responsibilities:** Reno, as designated Lead Agency of the WCHC, has the ultimate and overall responsibility under the Act in the view of HUD for ensuring that the WCHC's HOME program is carried out as required in 24 CFR part 92, including:

1. The submission of a program description for the use of HOME funds which has been mutually agreed upon by Reno, Washoe County and Sparks for providing all assurances or certifications as required under 24 CFR part 92. The program description sets forth the WCHC's estimated use of HOME funds (consistent with needs identified in its approved consolidated housing strategy and individual one-year plans) within each of the eligible activity categories.

2. Reno requires Washoe County and Sparks, and Washoe County and Sparks require Reno, to agree to strict adherence to the program description as approved and to all assurances and certifications provided, including agreeing to take all actions necessary to assure compliance.

a. Reno shall not provide HOME funds for activities in or support of any cooperating jurisdiction that does not affirmatively further fair housing within its own jurisdiction or activities that impede Reno's actions to comply with Fair Housing certification.

b. The Lead Agency is responsible for taking all required actions to comply with provisions of the National Environmental Policy Act of 1969, as amended.

c. Washoe County and Sparks shall readily support the Lead Agency as requested to meet the above requirements.

## XI. INSURANCE; CLAIMS, DEMANDS, LITIGATION RELATED TO WCHC ACTIVITIES

**A. Insurance.** The Lead Agency through its budget, shall maintain liability and casualty insurance policies as the Directors of WCHC shall determine appropriate. As used herein, the term "excess liability" shall refer to liability for its operations incurred with respect to the actions and operations of the Agency which are in excess of the applicable insurance coverage as determined by judgment or approved settlement agreement.

**B. Defense and Indemnification.** Each member agency agrees to hold harmless, indemnify and defend the WCHC and its respective members from and against any and all claims, demands, actions, causes of action and litigation, financial or otherwise, arising out of WCHC operations pursuant to this Agreement. This indemnity obligation shall survive termination of this Agreement. For any specific claim, the members responsible for such defense costs and liability shall be those entities that were members at the time of the occurrence giving rise to the claim, loss, or liability. Each member agrees to

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provide indemnification and reimbursement for defense costs to other members to the extent necessary to ensure that each member is responsible only for its share of the expenses. For any claims arising out of WCHC operations which are not covered by or are in excess of insurance purchased by the WCHC, costs related to the investigation and defense shall be divided equally by the three member agencies.

**C. Limitations.** Nothing herein shall require or be interpreted to: (1) waive any defense arising out of federal or state law, including without limitation, NRS Chapter 41; (2) limit or restrict the ability of any member or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims of third parties, including, but not limited to, any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court; or, (3) cover or apportion or require proportionate payment of any judgment against any individual or member for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages, fines or sanctions against any individual or municipal corporation. Payment of punitive damage awards shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require equal sharing of any punitive damage awards, fines or sanctions.

**D. Claims, Demands, and Litigation Activities:** The Lead Agency will perform initial review on all claims, demands or litigation related to activities of the WCHC or its individual members.

1. Copies of all claims and demands will be forwarded to the designated representatives of each member agency for review by their respective risk management staff.
2. Settlement of any claim related to their joint activities shall be approved by the Directors based upon agreement and recommendation of the respective risk management staff.

**E. Outside Counsel:** Claims, demands or litigation related to activities of the WCHC or its individual members, may be referred to outside counsel selected by the WCHC for defense.

1. Costs related to the defense of the WCHC, arising out of its activities, shall be divided equally by WCHC members.
2. The Lead Agency shall act on behalf of the WCHC to collect reports and documentation forwarding same to legal counsel and respective members, make payment to outside counsel for cost of defense, and requesting reimbursement from other members.
3. Decisions regarding settlement of litigation shall be made by the WCHC Directors within the limits of their respective authorities and based on recommendations of their risk management staff.

**D. Costs:** Each agency shall be responsible for its share of costs related to any claims and/or litigation as discussed above.

1. The Directors may choose to use administrative monies received from various funding sources to cover the costs related to the activities of the WCHC. Funding may include, but is not limited to, direct payment of costs, purchase of insurance, or the development of a self-funding mechanism.
2. Reimbursement from other member agencies will be made within twenty-one (21) working days of receipt of a request for reimbursement by the Lead Agency.

**XII. Disputes Between Members:** Disputes arising between the member agencies regarding direction, policy or procedure shall be resolved by the Directors of the WCHC. Should the Directors be unable to agree upon the resolution, it shall be referred to outside mediation by a third party. If no resolution is forthcoming, the parties may terminate this Agreement in accordance with Section XVI of this agreement.

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### XIII. AMENDMENTS

- A. Should it become necessary to change the language of this Agreement or the Consolidated Plan to meet HUD approval, without making material changes and without altering the intent of the Agreement, such changes may be made administratively by the Lead Agency staff with the written consent of the WCHC Directors.
- B. This agreement may be amended for purposes other than those described in Paragraph (A) above by written agreement of the WCHC participating jurisdictions.

### XIV. EFFECTIVE DATE

- A. This Agreement shall go into effect immediately upon the signature of all parties or October 1, 2008, whichever is earlier, and shall continue in full force and effect until all activities funded from Federal fiscal years during which Reno, Sparks, or Washoe County are participating jurisdictions in the WCHC are completed or September 30, 2011, whichever is later.
- B. Washoe County, the City of Sparks, and the City of Reno shall be included in the WCHC for a minimum of three federal fiscal years which are reflected in the Consortium's Program years FY09-10 (July 1, 2009 to June 30, 2010), FY 10-11 (July 1, 2010 to June 3, 2011), and FY 11-12 (July 1, 2011-June 30, 2012).
- C. The renewal of this agreement for the WCHC to continue for another three year period is due to be completed and submitted to HUD by June 30, 2011.

### XV. AUTOMATIC RENEWAL OF AGREEMENT

- A. No later than June 1, 2011, the City of Reno, as Lead Agency of the Consortium, shall deliver written notice to each participating member jurisdiction describing every jurisdiction's right to *not* participate for the ensuing three-year period. Failure to deliver this notice will void the automatic renewal provision of this agreement. A member who chooses not to participate must notify the Lead Agency in writing no later than June 15, 2011.
- B. Unless a member elects not to participate as set forth in Paragraph XV. A., this Agreement shall renew automatically for an additional three years on the same terms and conditions contained herein as may have been amended from time to time.
- C. The Lead entity will notify each consortium member if there are any amendments that will be required to the agreement. Failure to provide these notifications will void the automatic renewal provision of this agreement.
- D. The lead agency will submit to HUD the state certification and notice if there are not membership changes, and submit a copy of the agreement to the HUD Field Office.
- E. If the agreement is to include a new member(s) for the remaining fiscal years of the qualification, the agreement must be amended in the fiscal year *before the year* in which the new member is added. This amendment must be signed by the Chief Executive Officer of the lead agency and the Chief Executive officer of the new UGLG and HUD Headquarters notified.
- F. If the agreement is to be amended to include new members during the qualification period, the new automatic renewal clause will be considered to be in effect for the next qualification period.
- G. If new members are to be added to the consortium for the first year of a qualification period, the automatic renewal clause cannot be used and a new consortium agreement signed by all members is

08-10-27



required; the new consortium agreement may contain automatic renewal provisions for subsequent qualification periods.

## XVI. TERMINATION OF AGREEMENT/DISBANDING OF CONSORTIUM

A. Though this Agreement may be amended, no WCHC member may withdraw from the Agreement while the Agreement remains in effect. The Agreement terms for the stated fiscal years of this agreement, must, at a minimum, remain in effect until the HOME funds for each of the Federal Fiscal Years of the qualification period are expended on eligible activities and through the affordability periods of all projects funded during the qualification period of this agreement and previous consortium agreements.

B. **Lead Entity Continuing Responsibilities if Consortium Disbands:** Reno, as the Lead Agency, will continue its responsibilities to comply with HOME regulations beyond the terms of the consortium agreement and throughout the periods of affordability for all HOME projects. Its financial and monitoring responsibilities include the following:

1. **Program Income:** Program income, as defined at 24 CFR 92.2, derived from consortium activities undertaken by or within a member UGLG will continue to be the consortium's program income even after the UGLG terminates its participation in the consortium (24 CFR 92.503(a)(3)).

a. The Lead Agency may permit a member that no longer participates in the consortium to retain program income as a subrecipient for future HOME projects pursuant to a written agreement (24 CFR 92.503(a)(1)).

b. Any Program Income will be used in accordance with HOME requirements.

2. **Repayments:** The Lead Agency will be responsible for repayments to HUD (24 CFR Section 92.503 (b)).

a. Any HOME funds invested in a project that has not met the affordability requirements, is terminated before completion, or is determined to be ineligible must be repaid to HUD.

b. The Lead Agency will collect repayment funds from the WCHC members.

3. **Recaptured Funds:** Recaptured funds from the WCHC homebuyer program during the period of affordability will be deposited in the WCHC local HOME account.

a. The Lead Agency may permit a member that no longer participates in the consortium to retain recaptured funds as a subrecipient.

b. Subrecipients must have a written agreement with the Lead Agency to retain recaptured funds. (24 CFR Section 92.503(b)).

4. **Monitoring:** The Lead Agency will be responsible for reviewing the performance of each subrecipient at least annually (24 CFR Section 92.504(a)).

a. The Lead Agency will apply the same requirements to its members that are applicable to all subrecipients (24 CFR Section 92.101(d)).

b. The Lead Agency will continue monitoring responsibilities during the period of affordability for all activities funded by the Consortium.

## XVII. COUNTERPARTS

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This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates appearing below:**

08-10-27

CITY OF RENO:

[Signature] 9/2/08  
Date

Robert A. Cashell, Sr., Mayor  
City of Reno  
P. O. Box 1900  
Reno, Nevada 89505

[Signature]  
ATTEST

Name: Lynnette R. Jones  
Title: City Clerk



APPROVED AS TO FORM:

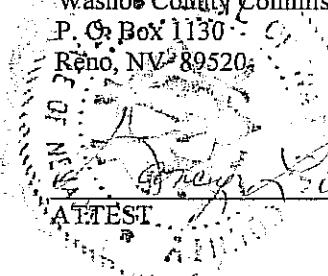
[Signature]  
Reno Deputy City Attorney

08-1027

WASHOE COUNTY:

Robert M Larkin 9/23/08  
Robert Larkin, Chairman Date

Washoe County Commission  
P. O. Box 1130  
Reno, NV 89520



Nancy Parent, Chief Deputy Clerk  
ATTEST

Name: Nancy Parent  
Title: Chief Deputy County Clerk

APPROVED AS TO FORM:

Melanie Foster  
Washoe County Assistant District Attorney

RESOLUTION NO. 3123

INTRODUCED BY SPARKS CITY COUNCIL

A RESOLUTION RENEWING THE INTER-GOVERNMENTAL AGREEMENT OF THE WASHOE COUNTY HOME CONSORTIUM (WCHC) FOR THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HOME INVESTMENT PARTNERSHIP PROGRAM, AUTHORIZING THE MAYOR TO SIGN SAID AGREEMENT

WHEREAS, the City of Sparks has been a participating jurisdiction in the Washoe County HOME Consortium (WCHC) since its inception in 1994 and

WHEREAS, the WCHC is the regional mechanism for providing state and federal funding to affordable housing projects and programs; and

WHEREAS, through its participation in the WCHC, the City has been able to assist in the development of projects and operation of programs benefiting Sparks residents in need of quality affordable housing; and

WHEREAS, the City intends to continue its participation in the WCHC,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sparks approves the attached inter-governmental agreement of the Washoe County HOME Consortium renewing its participation in the WCHC, and authorizes the Mayor to sign the agreement.

PASSED AND ADOPTED the <sup>15th</sup>~~8th~~ day of September, 2008, by the following vote of the City Council:

AYES: Mayer, Smith, Carrigan, Schmitt

NAYS: None

ABSENT: Salerno


ABSTAIN: None

Approved this <sup>15th</sup>~~8th~~ day of September, 2008, by:

  
GENO MARTINI, MAYOR

ATTEST:  
  
LINDA PATTERSON, CITY CLERK



APPROVED AS TO FORM AND LEGALITY:  
  
CHESTER H. ADAMS, CITY ATTORNEY

08-10-08

RESOLUTION NO. 7212

RESOLUTION RENEWING THE INTER-GOVERNMENTAL AGREEMENT OF THE WASHOE COUNTY HOME CONSORTIUM (WCHC) FOR THE DEPARTMENT OF HOUSING AND URBAN DEVLEOPMENT HOME INVESTMENT PARTNERSHIP PROGRAM

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF RENO, NEVADA, that

- A. The attached Inter-Governmental Agreement among the Cities of Reno and Sparks, and the County of Washoe, for the purpose of continuing the HOME Investment Partnership Consortium is hereby approved and the Mayor is authorized to sign said agreement; and
- B. This Resolution Adopting the Inter-Governmental Agreement shall be attached in full as an exhibit to the Minutes of the City of Reno, Nevada for this date.

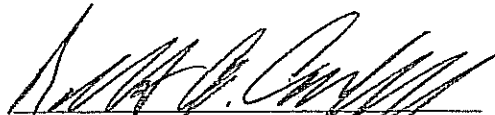
Upon motion by Council member Aiazzi, seconded by Council Member Dortch, the foregoing Resolution was passed and adopted this 27<sup>th</sup> day of August, 2008, by the following vote:

AYES: Aiazzi, Dortch, Hascheff, Gustin, Zadra, Cashell

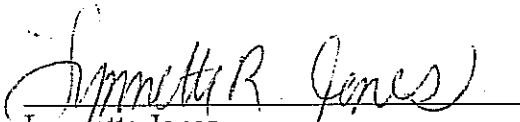
NAYS: None

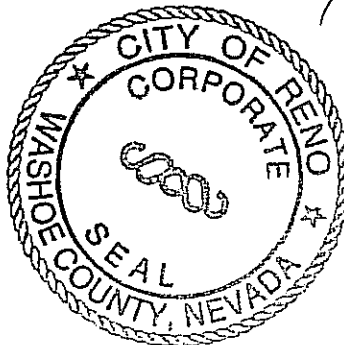
ABSENT: Sferrazza ABSTAIN: None

Approved this 27<sup>th</sup> day of August 2008.

  
Robert A. Cashell, Sr., Mayor

ATTEST:

  
Lynnette Jones  
City Clerk



08-10-1

## PROCLAMATION

**WHEREAS**, Change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

**WHEREAS**, Community planning and plans can help manage this change in a way that provides better choices for how people work and live, and further provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

**WHEREAS**, The full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

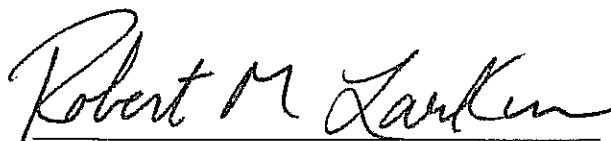
**WHEREAS**, The American Planning Association and its professional institute, the American Institute of Certified Planners, endorse each October as National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment throughout the United States of America and its territories; and

**WHEREAS**, The celebration of National Community Planning Month gives the Washoe County Board of County Commissioners the opportunity to publicly recognize the participation and dedication of the members of Washoe County Planning Commission, Washoe County Board of Adjustment, the Citizen Advisory Boards and other citizen planners who have contributed their time and expertise to the improvement of Washoe County; and

**WHEREAS**, The Washoe County Board of County Commissioners recognizes the many valuable contributions made by the professional and support staff of the Washoe County Community Development Department and recognize their continued commitment to public service; now, therefore, be it

**PROCLAIMED**, By the Washoe County Board of Commissioners that the month of October 2008 is hereby designated as **National Community Planning Month in Washoe County** in conjunction with the celebration of National Community Planning Month throughout the United States and its territories.

ADOPTED this 23<sup>rd</sup> day of September, 2008.

  
Robert M. Larkin, Chairman

08-1028

Clerk

# RESOLUTION

## Energy Star Challenge-Washoe County Conservation Day

WHEREAS, Conservation and energy efficiency is important to Washoe County because it saves money and helps protect our environment by lessening green house gas emissions; and

WHEREAS, By taking the ENERGY STAR® Challenge citizens of Washoe County have the opportunity to save energy and to help voluntarily reduce greenhouse gas emissions by making simple behavior changes and minor adjustments to lights, appliances, electronics, heating and cooling systems; and

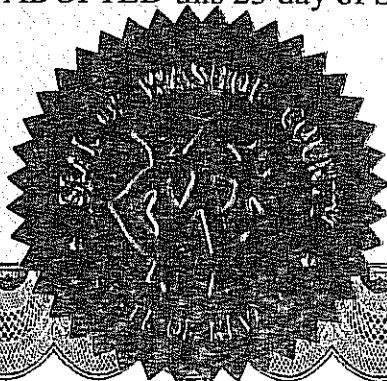
WHEREAS, If every household in Washoe County switched one incandescent bulb for an energy efficient compact florescent bulb, our community would save just under 30 million kWh of electricity per year, while also preventing 53 million pounds of greenhouse gas emissions each year; and

WHEREAS, Washoe County has initiated a Green Team to encourage, inspire, and support Washoe County's efforts to build a sustainable community for the benefit of current residents and future generations; now, therefore, be it

RESOLVED, That the Washoe County Board of County Commissioners accepts the Energy Star Challenge, and celebrates National Change a Light Day on October 1, 2008 with the second annual Washoe County Conservation Day hosted by the Green Team; and

FURTHERMORE, let it be known that Washoe County, Nevada hereby encourages its residents to commit to changing one incandescent bulb to an energy efficient bulb and to take the Change-a-Light Pledge at [www.greencommunities.com/changetheworld](http://www.greencommunities.com/changetheworld).

ADOPTED this 23 day of September, 2008.



*Robert M Larkin*

Robert M. Larkin, Chairman  
Washoe County Commission

08-1029