

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

TUESDAY

10:00 A.M.

APRIL 14, 2009

PRESENT:

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

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

The Board convened at 10:05 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

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

**\*\*\* *Due to technical difficulties, the first two agenda items were not recorded.* \*\*\***

**09-303            AGENDA ITEM 3 – PROCLAMATION - DISTRICT HEALTH**

**Agenda Subject: “Proclamation - April 2009 Child Abuse Prevention Month. (All Commission Districts.)**

Katy Simon, County Manager, read and presented the Proclamation to Kim Schweickert, Human Services Supervisor. Ms. Schweickert thanked the Board for their continued support.

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 3 be adopted. The Proclamation for same is attached hereto and made a part of the minutes thereof.

**09-304            AGENDA ITEM 4 – PROCLAMATION - LIBRARY**

**Agenda Subject: “Proclamation - April 12-18, 2009 as National Library Week. (All Commission Districts.)”**

Commissioner Weber read and presented the Proclamation to Dianne Varnon, Associate Library Director. Ms. Varnon thanked the Board for the Proclamation and encouraged citizens to visit their local libraries.

In response to the call for public comment, Sam Dehne commended the local libraries for their commitment to the community.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Humke ordered that Agenda Item 4 be adopted. The Proclamation for same is attached hereto and made a part of the minutes thereof.

**09-305            AGENDA ITEM 5 - PROCLAMATION - COMMUNITY RELATIONS**

**Agenda Subject: “Proclamation - April 19-25, 2009 as National Volunteer Week and presentation of Washoe County’s new on-line volunteer application. (All Commission Districts.)”**

Commissioner Breternitz read the Proclamation. He remarked there were many citizens present who volunteered their time to various departments and commended all volunteers for their commitment. Commissioner Breternitz invited the volunteers to join the Commissioners for a photograph.

In response to the call for public comment, Sam Dehne stated he had volunteered for years.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, Chairman Humke ordered that Agenda Item 5 be adopted. The Proclamation for same is attached hereto and made a part of the minutes thereof.

Chris Matthews, E-Government Information Officer, previewed the new Washoe County Online Volunteer process. He stated Public Service Announcements (PSA’s) would be broadcast on Washoe County Channel 17 encouraging citizens to volunteer.

Commissioner Breternitz said it would be beneficial to supply links to other entities on the website so citizens had one place to find volunteer opportunities.

Commissioner Larkin asked if citizens would be sought to participate in the PSA's. Mr. Matthews replied interested citizens could be involved. Commissioner Larkin suggested the volunteer link on the website needed to stand out.

**09-306            AGENDA ITEM 6**

**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."**

Bill Pollard spoke on the Northgate Golf Course. He suggested the area remain open-space or park land if the funds could not be raised to reopen the Golf Course. Mr. Pollard indicated there was a short timeline with the trustees, RJB Development, to resume ownership of the land. He said an extension of time had been suggested and he urged the Board to grant that extension giving the citizens the opportunity to develop and arrange for the land to be retained by the County.

Chairman Humke stated this was a business meeting and asked the audience to refrain from applause. He indicated if further applause occurred a recess would be called.

Commissioner Weber requested Agenda Item 20, discussion and possible adoption of a timeline for actions regarding Northgate Golf Course, be moved up on the agenda. Chairman Humke indicated that item would be heard before the consent agenda.

John Kerwin thanked Commissioners Breternitz and Weber and Reno City Councilman Dave Aiazzi for their generous contributions of time and energy to help the homeowners find a better solution. He encouraged the Board to delay signing a Quitclaim Deed releasing the Northgate property to RJB Development in order to allow sufficient time to explore options that could benefit the homeowners and the County.

**10:40 a.m.**     Due to further applause, the Board recessed.

**10:55 a.m.**     The Board reconvened.

John Gutridge asked the Board to grant a nine month extension for the Northgate property. He felt the previous agency that ran the facility did not provide the full potential of the property and did not create the possible revenue stream.

Shane Templeton spoke on the Northgate Golf Course and indicated there was an incredible commitment from the residents of the Northgate neighborhood. He said RJB Development was open to the possibility of granting an extension to consider other possibilities and alternative solutions. Mr. Templeton requested the Board vote in support

of the will of their constituents and the willingness of the property trustees and grant the additional nine months to consider alternatives and bring forth solutions.

Ingeborg Heinje submitted a sheet of signatures, which was placed on file with the Clerk, from citizens in the Northgate area who were unable to attend the meeting; however, who had expressed interest in the extension to discuss the Northgate property.

Trish Tucker believed the future of the Northgate property impacted nearby homeowners. She voiced support of the postponement to deed back the Northgate Golf Course property for a period of nine months in order to assess what could be completed and to preserve the land as open-space or other viable options.

John Hetz hoped the Northgate property would become a public park or open-space instead of a housing development. He requested the Board authorize negotiations to allow more time to purchase the property.

Jim Smith spoke on the Northgate Golf Course. He said he was impressed by the community's commitment to preserve the area.

Dallin DeMordaunt stated it would be a disservice to the community if the Northgate property reverted back to RJB Development. He stated this could be an opportunity for the community to come together and become involved in determining the future direction of the property.

Steve Peeck reiterated and agreed with the previous comments made concerning the Northgate property; however, he felt this was not the forum to discuss the ideas that had been suggested at neighborhood meetings. Mr. Peeck urged the Board to support the time extension to ponder solutions and options.

Sam Dehne spoke on the United States Constitution and the decorum statement read at the beginning of Commission meetings.

Barbara McClorry supported the initiative to extend the time necessary to continue discussions regarding Northgate. She felt the Board needed to grant the proposed extension.

Terry Ulleseit stated he was in support of the extension concerning the Northgate property. He commented the previous management of the golf course was poor and added there were no other public courses in that area. He said this had the potential to lower property values for that area and hoped the golf course would be reopened.

**Agenda Subject:** “Discussion and possible adoption of a timeline for actions regarding Northgate Golf Course, pursuant to an agreement with RJB Development; and possible direction to staff (Commission Districts 1 and 5.)”

Dave Childs, Assistant County Manager, stated two community meetings were held where support was evident. He said suggestions were made to allow more time for RJB Development (RJB) to consider possible opportunities if funds were available through State Question 1. He noted a placeholder application had been submitted for those funds. Mr. Childs said State Question 1 potentially could fund part of the cost of an open-space acquisition, which would have a 50/50 match. He said part of the discussion concerned options to create a nine month extension to review opportunities such as the creation of a Special Assessment District (SAD). Mr. Childs believed the residents were in a spirit of partnership and that the County was in a position to facilitate discussions with those residents, the property owner and the City of Reno for options in preserving the property. He explained the title of the property was in Washoe County’s name because the County held the property on behalf of the Reno-Sparks Convention and Visitors Authority (RSCVA). Mr. Childs indicated when the RSCVA ceased operation of the golf course, it was intended the County would take over maintenance and assume all liability on April 1, 2009, which had been extended to April 15, 2009. Mr. Childs stated there were some funding options available and staff had been in contact with the attorney representing RJB who had expressed a willingness to discuss a possible extension.

In response to the call for public comment, Reno City Councilman Dave Aiuzzi said this showed the public how local governments could work together and respond to achieve solutions when there was an issue brought forward.

John Frankovich, RJB Development Representative, said previous correspondence had been provided indicating that the Trust was not in a position to donate the property, but was interested in selling the property. He remarked a proposal was made to the County that was set to expire on April 20, 2009; however, RJB was still interested in selling the property to the County. In the interest of full disclosure, he pointed out the RJB was in negotiations with a private buyer in which terms had been agreed upon. However, Mr. Frankovich explained that agreement specifically contemplated time to finalize and/or negotiate a sale with the County. He commented the proposed agreement was for negotiations to be extended with the County for another 60 days at no cost, with the understanding that the County would continue to hold the title and be responsible for the maintenance, security and liability associated with the property. Mr. Frankovich indicated at the end of those 60 days if the next step had not been completed with an agreement or option, and the County wished to go forward, the County would Quitclaim the property to RJB so that title issues would be clarified. He stated during that 60-day period RJB or its designee would have the right to enter the property to conduct inspections and testing. He said if at the end of that 60-day period, it appeared feasible that the County had a plan to move forward to acquire the property,

RJB would consider entering into an option agreement through December 31, 2009 to finalize a sale with the County.

In response to the call for public comment, Sam Dehne spoke on citizen's concerns and said he was in favor of the comments and proposed suggestions.

Randy Lusetti echoed the support and asked the Board to consider the extension.

Gary Brooks supported the proposed extension to consider options for the property. He said recently he observed several golden eagles surveying the area and stated this land needed to be preserved for future generations.

Paula Brooks expressed her opinion and reiterated all of the previous comments. She stated she was in support of the extension to consider alternatives.

Marilyn Bowden said the offer by RJB to sell approximately 228 acres of open-space to the community was a one time opportunity. She said if that opportunity was not seized the property would likely be developed and become privately owned land.

Commissioner Weber stated many e-mails, letters and phone calls had been received. She submitted a letter from Linda James, which was placed on file with the Clerk.

Commissioner Breternitz disclosed he had spoken to Mr. Frankovich. Chairman Humke also disclosed he had met with Mr. Frankovich. Commissioner Breternitz commented this may seem like a simple issue; however, based on many aspects it was a complex situation.

Commissioner Breternitz moved that the Board instruct staff to initiate negotiations with RJB Development in order to secure an option agreement that provides a reasonable amount of time to allow the interested parties to explore various means for obtaining all or a portion of the Northgate Golf Course property as open-space. To include a maximum of 60 days in which staff would bring a proposed option agreement back to the Board for review and possible action and to include the following three elements:

1. The County would serve as one of the facilitators and convene interested parties if an option was secured and would assist in identifying potential funding sources and approaches to disposition of the property including the potential use of a Special Assessment District; and
2. No County General Fund money would be used for securing an option or in the ultimate purchase, operation or maintenance of the property; and

3. Reno City Councilman Dave Aiazzi formally requested the City of Reno to assist the County and the affected property owners by being responsible for maintenance, security, utilities and liability for the property during the negotiation period.

Commissioner Larkin seconded the motion.

Commissioner Jung urged staff to keep in mind this was not only an environmental imperative to preserve open-space that was a habitat for wildlife, but also an economic imperative because if the property values reduced that would result in a loss of County revenue.

Commissioner Weber stated this was a great opportunity to show the community cooperation between local governments. She thanked Councilman Aiazzi for his commitment and encouragement.

Chairman Humke asked if the motion would prevent the ability to Quitclaim the land to the Trust. Mr. Childs stated that was correct. Chairman Humke asked why the County held the title for the property. Mr. Childs explained that per statute the County held title because the RSCVA could not hold title to property. Chairman Humke asked if staff had discussed with Councilman Aiazzi the requested duty to go before the Reno City Council to assume maintenance and liability costs in the interim period. Mr. Childs replied he had not spoken to Councilman Aiazzi, but Commissioner Breternitz and Commissioner Weber had that conversation and at the last public neighborhood meeting Councilman Aiazzi stated he needed to take this back to the Reno City Council. Chairman Humke inquired if the County should Quitclaim the property on April 15, 2009 or forestall. Mr. Childs remarked a liability existed, but he had no advice for the Board. However, the issue needed to be resolved where the liability lay and how it would be handled.

Chairman Humke asked for clarification on the water rights. Mr. Childs explained there were two sets of water rights on that property, one set owned by RSCVA and, in the 1980's, Washoe County purchased 205 acre-feet of water rights with General Funds. He said those County water rights were placed on the Northgate Golf Course to be used for operation.

Chairman Humke stated the 60-day period would be at no cost to the County and then after that time options would be discussed. He asked for a clarification of those terms. Mr. Frankovich replied during that 60-day period the County would determine options to purchase the property. He said at the end of those 60 days there would be an option that the County had the right to purchase the property for a certain amount and have a definitive deal by December 31, 2009. He said if at the end of the 60-day period the County was unable to put together a plan, the County could walk away from the project, but would lose what was paid up front for that option.

Commissioner Breternitz clarified that no negotiations had taken place at the present time and added those discussions would take place after the 60-day period.

Mr. Frankovich clarified the 60 days would begin on April 20, 2009 and end after the last Board meeting in June, so possibly there could be three to four days over that 60-day time allotment.

In response to a question from Commissioner Weber, Commissioner Breternitz clarified the intent of the motion referred to no General Funds being used.

On call for the question, the motion passed on a 5 to 0 vote.

**11:55 a.m.** The Board recessed.

**12:20 p.m.** The Board convened as the Board of Trustees for the South Truckee Meadows General Improvement District (STMGID) with Commissioner Larkin absent.

**12:35 p.m.** The Board adjourned as the Board of Trustees for STMGID and reconvened as the Board of County Commissioners with Commissioner Larkin temporarily absent.

**09-308 AGENDA ITEM 7**

**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.)”**

Chairman Humke suggested voting separately on the following consent items: Agenda Item 8I, execute an easement agreement with Mr. Ed Bath; and Agenda Item 8L(2), acceptance and movement of up to \$65,000 from Professional Services from the Truckee Meadows Fire Protection District General Fund to Personnel for Washoe County Fire Services Support for an Office Support Specialist; authorize creation of one full-time equivalent benefits eligible Office Support Specialist position.

Commissioner Weber requested that “Keep Truckee Meadows Beautiful” be scheduled for a presentation. She said the Verdi Citizen Advisory Board (CAB) requested the Mortenson/Garson Development Handbook be brought before the Board for discussion and an update. Commissioner Weber also requested a future agenda item concerning the closure of the Sierra Sage Golf Course.

Commissioner Weber stated a community member had suggested, via the Legislature, a discussion about real property taxes. Katy Simon, County Manager, indicated she would contact the citizen for clarification on his request.

**12:44 p.m.** Commissioner Larkin returned.



Commissioner Jung requested an item to discuss the feasibility and legality of using County land to generate alternative energy as a way to make the County their own alternative energy purveyor. She reported that the Regional Animal Shelter and the County were mentioned in the *Tuscan Citizen* newspaper as a community making the no-kill initiative work and also how adoptions had dramatically increased and how the region was a model for the nation.

Commissioner Breternitz noted his monthly community meeting was scheduled for April 15, 2009 at the Northwest Library.

### **CONSENT AGENDA – AGENDA ITEMS 8A THROUGH 8R**

#### **09-309      AGENDA ITEM 8A**

**Agenda Subject:** “Approve minutes for the Board of County Commissioners’ meetings of January 13 and February 10, 2009 and special meetings of February 3 and March 13, 2009.”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 8A be approved.

#### **09-310      AGENDA ITEM 8B – PUBLIC WORKS**

**Agenda Subject:** “Approve Interlocal Cooperative Agreement between the Board of Commissioners of Washoe County, City Council of Reno, City Council of Sparks and Regional Transportation Commission (RTC) to allow RTC to execute projects in local rights-of-way (no fiscal impact to Washoe County General Fund); and if approved, authorize Chairman to execute the Agreement. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8B be approved, authorized and executed.

#### **09-311      AGENDA ITEM 8C – COMMUNITY RELATIONS**

**Agenda Subject:** “Approve Sponsorship Grant Agreement between the County of Washoe and the City of Reno for the 2010 National Association of Counties Conference which provides for \$18,750 in cash and identified in-kind services in

**exchange for a Presenting Sponsor (\$100,000) designation; and if approved, authorize Chairman to execute Agreement. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8C be approved, authorized and executed.

**09-312            AGENDA ITEM 8D – HUMAN RESOURCES**

**Agenda Subject: “Approve revision of Pro Tem Justice of the Peace List for Incline Justice Court. (Commission District 1.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 8D be approved.

**09-313            AGENDA ITEM 8E – TRUCKEE RIVER FLOOD MANAGEMENT PROJECT**

**Agenda Subject: “Approve Lease Agreement Amendment Number Two between the County of Washoe and Bristlecone Family Resources, Inc. to extend the lease for 1725 S. McCarran Boulevard to December 31, 2009 (anticipated income for Fiscal Year 2008/09 for Flood Project is \$12,000); and if approved, authorize Chairman to execute the Amendment. (Commission District 2.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8E be approved, authorized and executed.

**09-314            AGENDA ITEM 8F - LIBRARY**

**Agenda Subject: “Accept Library Services and Technology Act Grant-In-Aid Award [\$3,000, no County match required] for support of “El día de los niños/El día de los libros” for the period March 16 - May 4, 2009; and if accepted, retroactively approve acceptance and authorization for spending due to the tight timing of the grant award and direct Finance to make necessary budget adjustments. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 8F be accepted, approved, authorized and directed.

**09-315            AGENDA ITEM 8G(1) - SHERIFF**

**Agenda Subject: “Accept donations [\$2,960] to the Washoe County Sheriff’s K-9 Program to provide K-9 training, equipment and in support of purchasing a new K-9; and if accepted, authorize Finance to make necessary budget adjustments. (All Commission Districts.)”**

On behalf of the Board, Katy Simon, County Manager, thanked the various donors for their generous donations.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 8G(1) be accepted and authorized.

**09-316            AGENDA ITEM 8G(2) - SHERIFF**

**Agenda Subject: “Approve Amendment #1 to Intrastate Interlocal Contract between Public Agencies: State of Nevada (State Gaming Control Board) and the County of Washoe (Sheriff’s Office, Forensic Science Division) for Forensic Science Services for the term July 1, 2009 through June 30, 2011 [estimated income \$1,081 for Fiscal Year 2009 and \$1,698 for Fiscal Year 2010]; and if approved, authorize Chairman to execute Amendment #1. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8G(2) be approved, authorized and executed.

**09-317            AGENDA ITEM 8H – PUBLIC WORKS/SHERIFF**

**Agenda Subject: “Approve Self-Insurance Addendum to Master Walkaway Lease Agreement (original Agreement approved by the Board on February 17, 2009) to correct clerical error in Agreement; and if approved, authorize Chairman to execute the Addendum for the Pilot Project to lease 20 unmarked Sheriff’s Department vehicles. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8H be approved, authorized and executed.

**09-318            AGENDA ITEM 8J – INTERNAL AUDIT DIVISION**

**Agenda Subject: “Acknowledge receipt of James V. Mancuso Justice Court Follow-Up Audit Report. (Commission District 1.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 8J be acknowledged.

**09-319            AGENDA ITEM 8K - COMPTROLLER**

**Agenda Subject: “Approve Resolution to create the Other Restricted Special Revenue Fund as a special revenue fund to account for specific revenue sources that are restricted to expenditure for specified purposes consistent with legal and operating requirements; adopt a financial policy to use the Other Restricted Fund to account for restricted revenues that do not warrant a separate reporting fund; adjust budget appropriations effective July 1, 2008, to close, merge and adjust the reporting functions for the following funds into this new fund: Agriculture Extension Fund, Baseball Stadium Fund and Administrative Assessment Fund; and if all approved, direct Finance to make appropriate adjustments as required. (All Commission Districts.)”**

Katy Simon, County Manager, explained this was an effort to improve the efficiency of the record keeping and accounting functions. She said the County would still continue to have specific records delineating all of the revenues and expenditures for each of the revenue funds.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8K be adopted, authorized, executed and directed. The Resolution for same is attached hereto and made apart of the minutes thereof.

**09-320            AGENDA ITEM 8L(1) - MANAGER**

**Agenda Subject: “Approve expenditure from County Commission District 4 Special Funding Account (\$1,500) to Teen Challenge of Nevada, Inc. to assist in funding for the supplemental development of the Reno Adolescent Boys’ Center for High School**

**Programs; and if approved, authorize Chairman to execute Resolution necessary for same. (Commission District 4.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8L(1) be approved, authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**09-321            AGENDA ITEM 8M(1) – DISTRICT ATTORNEY**

**Agenda Subject: “Approve Interlocal Agreement between the County of Washoe (on behalf of its Northern Nevada Child Abuse Response & Evaluations/Sexual Assault Response Team), Nevada County District Attorney’s Office, Nevada County Sheriff’s Office, Nevada County Sexual Assault Response Team and the Town of Truckee for the Washoe County Child Abuse Response and Evaluation and Sexual Assault Response Team (CARES/SART) to provide emergency sexual assault examinations to Nevada County victims of sexual assault [no fiscal impact – Nevada County will be billed for any conducted examinations]; and if approved, authorize Chairman to execute Interlocal Agreement. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8M(1) be approved, authorized and executed. The Agreement for same is attached hereto and made a part of the minutes thereof.

**09-322            AGENDA ITEM 8M(2) – DISTRICT ATTORNEY**

**Agenda Subject: “Approve payments [\$7,389] to vendors for assistance of 36 victims of sexual assault; and if approved, authorize Comptroller to process same. NRS 217.310 requires payment by the County of total initial medical care of victims and of follow-up treatment costs of up to \$1,000 for victims, victim’s spouses and other eligible persons. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 8M(2) be approved and authorized.

**09-323            AGENDA ITEM 8N(1) – SOCIAL SERVICES**

**Agenda Subject:** “Authorize Director of Social Services to accept Federal Adoption Incentive Funds [\$21,229 - no matching funds required] from State Division of Child and Family Services to assist the Department of Social Services in the Adoption Program and authorize the Department to expend up to \$2,000 of those funds in Federal Fiscal Year 2009/10 (October 1, 2009 - September 30, 2010) to cover the costs of sponsoring Adoption Day activities including food, water, entertainment, decorations, a reception for adoptive families, public awareness and costs of photographs and video recording of the adoption hearings; and if authorized, direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 8N(1) be authorized and directed.

**09-324            AGENDA ITEM 8N(2) – SOCIAL SERVICES**

**Agenda Subject:** “Authorize Washoe County Department of Social Services, through the Washoe County Purchasing Department, to solicit written proposals in order to select a single organization to provide Protection Order Services in connection with orders of protection against domestic violence for the Temporary Protection Order Project [previous contract for these services was \$70,080]. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 8N(2) be authorized.

**09-325            AGENDA ITEM 8O(1) – LABOR RELATIONS**

**Agenda Subject:** “Approve modifications to the Collective Bargaining Agreement with the Washoe County Public Attorney’s Association for the period July 1, 2008 through June 30, 2009; ratify same; approve the Collective Bargaining Agreement with the Washoe County Public Attorney’s Association for the period July 1, 2009 through June 30, 2010; ratify same; approve development of a document which could potentially trigger wage increases retroactive to July 1, 2009 for approval by the Board. Wage increases shall be evaluated following the closing and final audit of the County’s adopted Fiscal Year 2009/10 books dependent on the ending fund balance; and if approved, authorize Chairman to execute Collective Bargaining Agreement upon completion, approve a lump sum payment equal to .375% calculated for the period July 24, 2007 through June 30, 2008 and a .375% salary

increase for Public Attorneys for the period July 1, 2008 through June 30, 2009; the cost of the lump sum payment for July 24, 2007 through June 30, 2008 is \$28,903.71; projected cost of the general salary increase effective July 1, 2008 is approximately \$36,731.34. Events which could potentially trigger wage increases retroactive to July 1, 2009 shall be evaluated following the closing and final audit of Washoe County's adopted Fiscal Year 2009/10 books dependent on the ending fund balance (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 8O(1) be approved, ratified, authorized and executed.

**09-326            AGENDA ITEM 8O(2) – LABOR RELATIONS**

**Agenda Subject:** “Approve lump sum payment equal to .375% calculated for the period July 24, 2007 through June 30, 2008 and a .375% salary increase for non-represented Attorneys in the District Attorney’s Office for the period July 1, 2008 through June 30, 2009; cost of the lump sum payment for July 24, 2007 through June 30, 2008 is \$6,167, projected cost of the general salary increase effective July 1, 2008 is approximately \$8,879. The total cost of the lump sum and increase for Fiscal Year 2008/09 is \$15,047. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 8O(2) be approved.

**09-327            AGENDA ITEM 8P(1) – SENIOR SERVICES**

**Agenda Subject:** “Approve Interlocal Agreement between the County of Washoe and Storey County for the purpose of providing a Senior Nutrition Program to Storey County through the Department of Senior Services from May 1, 2009 through April 30, 2011 [approximately 500 meals per month at \$4.008 per meal]; and if approved, authorize Chairman to execute Agreement. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 8P(1) be approved, authorized and executed. The agreement for same is attached hereto and made a part of the minutes thereof.

**09-328            AGENDA ITEM 8P(2) – SENIOR SERVICES**

**Agenda Subject: “Accept grant award from State of Nevada for the Nutrition Services Incentive Program [\$39,767 - no County match] retroactively for the period October 1, 2008 through September 30, 2009; and if accepted, direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 8P(2) be accepted and directed.

**09-329            AGENDA ITEM 8P(3) – SENIOR SERVICES**

**Agenda Subject: “Accept grant award from Division for Aging Services for the Department of Senior Services’ Aging and Disability Resource Center Program [\$30,000 - no County match] retroactive for the period February 2, 2009 through September 30, 2009; and if accepted, direct Finance to make appropriate budget adjustments. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 8P(3) be accepted and directed.

**09-330            AGENDA ITEM 8Q(1) - PURCHASING**

**Agenda Subject: “Award Bid #2686-09 for Fertilizer and Horticulture Supplies to the lowest, responsive, responsible bidders, Agrono-Tech Seed Co., Crop Production Services, Sierra Pacific Turf Supply and Target Specialty Products, on behalf of Washoe County Regional Parks and Open Space, Carson City School District; Incline Village General Improvement District and the Washoe County School District; and if awarded, authorize Acting Purchasing and Contracts Administrator to issue purchase orders to the specified firms, on a requirements basis, for a one-year period (April 15, 2009 through April 14, 2010), with an option for two additional one-year renewal periods, provided pricing does not increase beyond that allowed in the bid [approximate annual amount for Washoe County \$55,415]. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 8Q(1) be awarded and authorized.



**09-331            AGENDA ITEM 8Q(2) - PURCHASING**

**Agenda Subject: “Approve waiver of non-assignment clause in Agreement with Software Techniques Inc. for Assessor’s Office Personal Property Computer Assisted Mass Appraisal computer application software; and if approved, authorize Acting Purchasing and Contracts Administrator to accept the assignment from Manatron who acquired Software Techniques, Inc. on December 31, 2008. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 8Q(2) be approved and authorized.

**09-332            AGENDA ITEM 8R(1) – WATER RESOURCES**

**Agenda Subject: “Approve request for creation of a full-time, permanent Water Management Planner position, as evaluated by the Job Evaluation Committee, within the Department of Water Resources, to be funded by the Central Truckee Meadows Remediation District Program, to assist existing staff in carrying out the increasing and expanded Program workload. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 8R(1) be approved.

**09-333            AGENDA ITEM 8R(2) – WATER RESOURCES**

**Agenda Subject: “Authorize Chairman to execute a Resolution calling a hearing (to be set for May 12, 2009) on the amendment of the boundaries of District No. 24 (Groundwater Remediation/Central Truckee Meadows Remediation District) in Washoe County, Nevada; providing for a notice of hearing, and providing other matters properly related thereto. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 8R(2) be authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

AGENDA ITEM 8I - PARKS

**Agenda Subject:** “Approve and execute Grant of Easement between the County of Washoe and Bath-Bishop Land, LLC (Ed Bath) for a 20-foot wide by 250-foot long easement (.12 acres of land) for the installation and maintenance of a private 4” sanitary sewer line on parcel APN 09-740-01, commonly known as Betsy Caughlin Donnelly Park; and, accept the mitigation measures in accordance with the master plan, valued at approximately \$15,000 plus the addition of six parking spaces dedicated to park users to be located on applicant’s property. (Commission District 1.)”

Lynda Nelson, Planning Manager, reviewed the request by the applicant. She said staff met with the applicant and the Park Commission and recommended a \$15,000 mitigation for implementing various items within the Park Master Plan as well as the addition of six parking spaces provided by the applicant. Ms. Nelson indicated that after the April 7, 2009 meeting with the Park Commission the recommendation from the Commission was changed to \$21,000 in mitigation fees as well as six on-site parking spaces. She said the applicant was willing to provide parking spaces on-site for park users during business hours of the Garden Shop Nursery. Ms. Nelson explained there was a difference in terms of the mitigation amount, but noted the staff report stated \$15,000.

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 8I be approved and executed.

\* \* \* \* \*

Later in the meeting, it was clarified that the mitigation amount would be \$15,000.

Melanie Foster, Legal Counsel, explained the motion did not state if the Board chose to go with the amount specified by the Parks Commission of \$21,000 or the original mitigation amount of \$15,000.

Lynda Nelson, Planning Manager, stated staff’s recommendation was \$15,000 plus the six additional parking spaces. She said the recommended parking was in the northwest portion of the area; however, staff was not able to complete dedicated parking for park users in that location and said the applicant agreed to try and provide parking on-site. Ms. Nelson said due to the difference in price from taking the sewer line in the street versus the \$11,000 cost to take the line into the park, the Park Commission recommended a \$21,000 mitigation fee. She said parking may be provided during business hours only for park users. Ms. Nelson said it was per Board’s determination whether the amount for mitigation would be \$15,000 or \$21,000.

Commissioner Jung believed the Park Commission recommended that the \$15,000 was fine as long as the other \$6,000 could be recouped. Ms. Nelson said that was correct and added in addition to the six dedicated parking spaces.

Commissioner Breternitz felt uncomfortable reopening discussion after the representative for the applicant left. He asked if the applicant's representative could be contacted and then continue this discussion later in the meeting.

Chairman Humke stated this would be continued to later in the meeting for clarification.

**09-335      AGENDA ITEM 8L(2) – FIRE COORDINATOR**

**Agenda Subject: “Approve acceptance and movement of up to \$65,000 from Professional Services from the Truckee Meadows Fire Protection District General Fund to Personnel for Washoe County Fire Services Support for an Office Support Specialist; authorize creation of one full-time equivalent benefits eligible Office Support Specialist position, as evaluated by the Job Evaluation Committee; and if approved, direct Finance to make appropriate budget adjustments. (All Commission Districts.)”**

Kurt Latipow, Fire Services Coordinator, explained this was the next step in a three-step process that began with the approval of the 2008/09 Truckee Meadows Fire Protection District's (TMFPD) budget. He said with the maturing of the Fire Services Coordinating position, the identification and recognition of the workload related to management and coordination of the TMFPD and the City of Reno agreement, a need was identified for additional staff which would be housed within the County Manager's Office. Mr. Latipow remarked this action was to accept the funds and the formality of establishing that position. He said by reading the Interlocal Agreement it appeared there were many issues that the City of Reno was responsible for; however, there were other items of service that the County was responsible for. He said prior to the money being identified within the TMFPD's budget to create the position, several of the functions had been carried out by numerous members of County staff with no central point of contact. Mr. Latipow remarked due to the reorganization occurring within several County departments he felt the TMFPD's budget would be the best to fund and establish the position within the County. He requested the motion consider accepting the funding from the TMFPD and establishing the position of the Office Support Specialist (OSS) within the County Manager's Office. He indicated should the funding not be allocated in the 2009/10 TMFPD's budget the position would be eliminated.

Commissioner Larkin remarked during the current budget environment, positions being requested should not be placed in the consent agenda. He asked why this would not be a TMFPD employee. Mr. Latipow explained the TMFPD no longer had employees. He said once the agreement was made with the City of Reno all of the TMFPD employees transferred to the City.

Commissioner Larkin asked if the agreement prohibited the establishment of employees. Katy Simon, County Manager, explained the agreement did not prohibit employees, but anyone who reported to the TMFPD through the merged fire system was under the supervision of the City's fire personnel. She said there had been employees in the TMFPD personnel/City of Reno Fire Department completing those tasks, but it had become difficult for Mr. Latipow to manage that function when those people reported to someone else. Mr. Latipow stated he did not want to give the impression that the City of Reno was not fulfilling their part of the contract.

Commissioner Larkin inquired if this particular position had been presented to the Joint Fire Advisory Board (JFAB). Mr. Latipow indicated it had not. Commissioner Larkin indicated he did not have a problem with the establishment of the position; however, if there would be closer coordination with the City of Reno then it needed to begin with JFAB. He said at this time he was hesitant to establish this type of position until the proper groundwork had been completed.

Commissioner Weber remarked she did not think this needed to go before JFAB and believed it had been discussed with staff. Commissioner Larkin stated this was the first he had heard of this position and reiterated it had not been before JFAB.

Mr. Latipow stated during the 2008/09 TMFPD budget presentation the position was articulated and was currently in the 2009/10 draft TMFPD's budget. Even though it had not been brought forward to JFAB, the need for the position was discussed during the 2008/09 budget construction.

Commissioner Larkin commented he was fully supportive of the idea, but believed there were some contract issues and recommended continuing this item.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 8L(2) be continued.

### **BLOCK VOTE**

The following agenda items were consolidated and voted on in a block vote: Agenda Items 9, 10, 11, 12, 13 and 14.

#### **09-336      AGENDA ITEM 9 – SHERIFF**

**Agenda Subject: “Recommendation to approve Amendment #1 to Contract between the County of Washoe (Sheriff's Office, Forensic Science Division) and the State of Nevada (Department of Public Safety, Office of the Director) concerning provision of Breath Alcohol Program for the period July 1, 2009 through June 30, 2010 [income of \$248,115 for Fiscal Year 2009 and income of \$258,040 for Fiscal Year**

**2010]; and if approved, authorize Chairman to execute Amendment. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 9 be approved, authorized and executed. The agreement for same is attached hereto and made a part of the minutes thereof.

**09-337            AGENDA ITEM 10 – E911 EMERGENCY RESPONSE ADVISORY COMMITTEE/MANAGEMENT SERVICES**

**Agenda Subject: “Recommendation to approve the Enhanced 911 Fund’s retroactive reimbursement of the Regional Emergency Medical Services Authority’s Plant Vesta 911 Telephone Answering System 5-year software and hardware maintenance agreement and upgrade of such system August 28, 2008, through approval to issue a retroactive purchase order; and if approved, authorize retroactive payment to AT&T in the amount of \$135,088.99 [C800801-710400]. (All Commission Districts.)”**

There was no response to the call for public comment.

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

**09-338            AGENDA ITEM 11 – PURCHASING**

**Agenda Subject: “Recommendation to approve professional services engagement with Kafoury, Armstrong & Company to perform County-wide Independent Audit Services for Washoe County, Truckee Meadows Fire Protection District and the Sierra Fire Protection District for Fiscal Year 2008/09 [\$157,500], with the provision for two successive annual renewal options, solely at the discretion of the Board of County Commissioners and the County Manager. (All Commission Districts.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, Chairman Humke ordered that Agenda Item 11 be approved.

**09-339            AGENDA ITEM 12 – PARKS**

**Agenda Subject: “Recommendation to authorize Regional Parks and Open Space Department to request proposals for selection of a qualified contractor to construct**

**a one-mile ADA loop interpretive trail and two trail bridges, in compliance with USDA Forest Service and Washoe County Standards, at the Galena Creek Recreation Area, a planned \$108,048 [no match required] funded by three State Recreation Trails Program Grants.”**

There was no response to the call for public comment.

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

**09-340            AGENDA ITEM 13 – PARKS**

**Agenda Subject: “Recommendation to approve Chairman executing a Resolution to approve the purchase of the Toll Road Canyon Conservation Easement [\$200,000]; and if approved, authorize Regional Parks & Open Space Department Director to act on behalf of Washoe County to execute and deliver any and all instruments, including without limitation, contracts, agreements, notices, escrow instructions, deeds, leases, checks and warrants as may be necessary or appropriate to accomplish the acquisition of the Toll Road Canyon Conservation Easement in the name and on behalf of Washoe County. (Commission District 2.)”**

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 13 be approved, authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**09-341            AGENDA ITEM 14 – PARKS**

**Agenda Subject: “Recommendation to approve Funding Agreement (Truckee River Mustang Ranch Ecosystem Restoration Project) [\$2,976,627] between the County of Washoe (benefit of Regional Parks and Open Space Department and Truckee River Flood Management Project) and The Nature Conservancy to be used for river restoration improvements on the section of the Truckee River at Mustang Ranch owned by the U.S. Bureau of Land Management; \$1,301,627 funded through the 2002 State Question 1 bond [required match \$1,301,627 from The Nature Conservancy US BOR Grant] and \$1,675,000 funded through the 2007 Special Session of the Nevada Legislature’s AB5 grant [no match required]; and if approved, authorize Chairman to sign Agreement and Finance to make all appropriate financial adjustments. (Commission District 4.)”**

There was no response to the call for public comment.

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

**09-342            AGENDA ITEM 15 – WATER RESOURCES**

**Agenda Subject: “Recommendation to appoint either Ms. Sue Donaldson or Ms. Becky Stock as one of Washoe County’s appointees to the Truckee River Fund Advisory Committee. (All Commission Districts.)”**

Commissioner Weber recommended Ms. Sue Donaldson for the appointment. She commented both applicants were fully knowledgeable and qualified.

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Humke ordered that Ms. Sue Donaldson be appointed as the County appointee to the Truckee River Fund Advisory Committee.

**09-343            AGENDA ITEM 19 – MANAGER**

**Agenda Subject: “Consideration of proposal by the City of Reno to reopen the Interlocal Agreement between Washoe County and the City of Reno regarding the disposition of proceeds from the sale of water rights from the North Valleys; and possible direction to staff. (Commission District 5.)”**

Commissioner Weber believed this item needed to return to the North Valleys Citizen Advisory Board (CAB) and the Neighborhood Advisory Board (NAB) for their input and discussion.

Commissioner Breternitz stated he was not a believer in expending County capital resources on operations.

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Agenda Item 19 be continued.

**1:21 p.m.**        The Board recessed.

**2:04 p.m.**        The Board reconvened.

**Agenda Subject:** “Update on the water user rate study and possible direction from the Board of County Commissioners regarding the water rate study process and modification of existing water rates and charges. (All Commission Districts.)”

Ben Hutchins, Finance and Customer Service Manager, updated the Board on the process used to evaluate the County’s water rates. He said in order to have a process that would be accepted by the community, a working group was comprised of six residential customers and one commercial representative. Mr. Hutchins indicated the residential representatives were selected from participants of the County Leadership Academy. He stated the group had only met once, but had four additional meetings scheduled. Mr. Hutchins said the current funds to reinvest in the system were insufficient for the current needs and said staff would return to the Board with scenarios regarding debt-servicing some of those projects. Mr. Hutchins explained there needed to be sufficient rate stabilization and working capital reserves, which were long-term financial planning strategies to keep the utility healthy financially and to put the County in a position for future additional loans or grants. He said the water importation project in the North Valleys, Fish Springs area, had additional operating costs associated with that facility. Mr. Hutchins commented the County had increased in three component areas: chemicals and supplies, energy costs and usage of wholesale water in Spanish Springs. He said those three categories, excluding depreciation, were about 60 percent of the operating budget making it necessary to evaluate the rates and services required. Mr. Hutchins stated currently, per ordinance, the water utility did receive an increase each year based on the Consumer Price Index (CPI); however, in reviewing the CPI from year-to-year the increase in energy and chemical costs were significantly higher than the CPI increase.

Mr. Hutchins said with regard to rate increases an attempt to eliminate the increase in revenue was to reduce costs. He indicated there was a time of use pumping strategy to reduce energy costs, reduce overtime and the department was managing overtime hours. He said the Water Rate Study Working Group would meet April 16th and anticipated some final recommendations to return to the Board where staff would provide a five-year schedule, revenue requirements and comparison with Truckee Meadows Water Authority (TMWA’s) financial policies and rates.

Commissioner Weber inquired on the cost related to the Fish Springs project in the North Valleys. Mr. Hutchins explained anytime a new system was operated there would be maintenance costs. He said per the agreement the County did not pay for the water until which time the Vidler Water Company had demand for that resource. However, every time that 28-mile pipeline was turned on and, in order to get the quality of water to serve it to the consumers, the lines needed to be flushed and testing had to occur.

Commissioner Weber said it had been suggested that the North Valley communities could currently use those waters until the rights were sold. She asked if that



could be reviewed. Rosemary Menard, Water Resources Director, explained the Fish Springs project would be used this summer when the North Lemmon Valley wells went off-line. She explained there was not enough demand in the winter to turn the water over, which was the reason staff did not operate that resource in the winter, but that line would operate in the demand season. Ms. Menard said the operating cost had been integrated into the revenue requirement forecast. Commissioner Weber indicated she would meet with Ms. Menard separately to discuss ideas for that project.

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that staff be directed to complete the public outreach effort in the evaluation of County water user rates and bring back modifications to Ordinance No. 1286 that reflect the input provided by the Water Rate Study Working Group. It was further ordered that if there were differences of opinion between staff and the Water Rate Study Working Group, staff shall present those differences to the Board prior to bringing any modifications to Ordinance No. 1286 for consideration.

\* \* \* \* \*

*See Agenda Item No. 8I for discussion.*

Chairman Humke noted that the Board needed to return to Agenda Item 8I for clarification of Board action.

**09-345      AGENDA ITEM 17-AMENDING WASHOE COUNTY CODE  
CHAPTER 25 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Introduction and first reading of an Ordinance amending the Washoe County Code at Chapter 25 by adding requirements for record keeping by junk dealers, adding restrictions on the purchase of junk from certain persons, modifying the description of items in a junk shop or store, referencing state law for junk dealers and secondhand stores, modifying the keeping of records by secondhand stores and pawnbrokers; and, providing other matters properly relating thereto. Set the public hearing and second reading of the Ordinance for April 28, 2009 at 6:00 p.m.”**

**Bill No. 1578, entitled, "AN ORDINANCE AMENDING THE WASHOE COUNTY CODE AT CHAPTER 25 BY ADDING REQUIREMENTS FOR RECORD KEEPING BY JUNK DEALERS, ADDING RESTRICTIONS ON THE PURCHASE OF JUNK FROM CERTAIN PERSONS, MODIFYING THE DESCRIPTION OF ITEMS IN A JUNK SHOP OR STORE, REFERENCING STATE LAW FOR JUNK DEALERS AND SECONDHAND STORES, MODIFYING THE KEEPING OF RECORDS BY SECONDHAND STORES AND PAWNBROKERS; AND, PROVIDING OTHER MATTERS PROPERLY**

**RELATING THERETO."** was introduced by Commissioner Jung, the title read to the Board and legal notice for final action of adoption directed.

**09-346            AGENDA ITEM 18 -AMENDING WASHOE COUNTY CODE**  
**CHAPTER 25 –COMMUNITY DEVELOPMENT**

**Agenda Subject:** “Introduction and first reading of an Ordinance amending the Washoe County Code at Chapter 25 by expanding the requirement for a work permit to employees of licensed peddlers, solicitors or traveling merchants; modifying the disqualifying criteria for work permits; and, providing other matters properly relating thereto. Set the public hearing and second reading of the Ordinance for April 28, 2009 at 6:00 p.m.”

Bill No. 1579, entitled, “AN ORDINANCE AMENDING THE WASHOE COUNTY CODE AT CHAPTER 25 BY EXPANDING THE REQUIREMENT FOR A WORK PERMIT TO EMPLOYEES OF LICENSED PEDDLERS, SOLICITORS OR TRAVELING MERCHANTS; MODIFYING THE DISQUALIFYING CRITERIA FOR WORK PERMITS; AND, PROVIDING OTHER MATTERS PROPERLY RELATING THERETO,” was introduced by Commissioner Jung, the title read to the Board and legal notice for final action of adoption directed.

**09-347            AGENDA ITEM 27**

**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 Larkin said he would be unable to attend the Truckee Meadows Water Authority (TWMA) meeting on April 15th.

Commissioner Weber stated the Nevada Association of Counties (NACO) would meet on April 17, 2009 to discuss Legislative issues. She announced her “Coffee with your Commissioner” was scheduled for April 18th. Commissioner Weber said the Regional Planning Governing Board (RPGb) met on April 9, 2009 and noted it was an informative meeting.

Chairman Humke said a Regional Transportation Commission (RTC) meeting would be held on April 17, 2009 and the Reno-Sparks Convention and Visitors Authority (RSCVA) would meet on April 21, 2009.

09-348

**AGENDA ITEM 22 – 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 (All Commission Districts.)”

John Slaughter, Management Services Director, reviewed the 2009 *Washoe County Legislative Tracking Report* and *Bills Being Monitored for Final Disposition Only by Washoe County in the 2009 Legislative Session*, which were placed on file with the Clerk. He said the deadline had been met at the Legislature for all Washoe County bills to be out of their originating committee and noted 169 bills did not meet that deadline. Mr. Slaughter said the next deadline for bills to be out of the originating house was April 21st.

Commissioner Breternitz asked about SB 399. Mr. Slaughter replied that bill came out late in the process and was from Senator Bill Raggio for a comprehensive study of the tax system in Nevada. Commissioner Breternitz understood that there was also a local component and asked what that meant to Washoe County in terms of impact or benefits. Mr. Slaughter said the intent was to look at the tax structure. He said the study would determine how those taxes came in and how they were distributed out.

Commissioner Weber inquired about the bills that were proposed for the primary elections. Mr. Slaughter replied one bill failed and one had met the first deadline.

Chairman Humke said the City of Reno introduced a consolidation of planning efforts and asked if there had been any progress on that bill. Mr. Slaughter indicated there was not an introduction of that bill and explained it may need to be attached to another bill. He indicated he would bring that information back to the Board during the next meeting.

**AGENDA ITEM 23 – FINANCE**

**Agenda Subject:** “Possible status report and direction to staff on Fiscal Year 2009/2010 budget. (All Commission Districts.)”

There was no report given.

09-349

**AGENDA ITEM 28**

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

**3:00 p.m.** On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that the meeting recess to a closed

session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220.

**6:00 p.m.** The Board reconvened with Commissioner Jung absent.

### **PUBLIC HEARINGS**

**09-350** **AGENDA ITEM 24 – ORDINANCE NO. 1398 - BILL NO. 1577 – WATER RESOURCES**

**Agenda Subject:** “Second reading and adoption of an Ordinance concerning Washoe County, Nevada, Special Assessment District No. 39 (Lightning W Water System Supply Improvement Project); assessing the cost of a water project against the assessable tracts of land benefited by the project; describing the manner for the collection and payment of the assessments; providing penalties for delinquent payments; and providing other details in connection therewith. (Bill No. 1577.) (Commission District 2.)”

The Chairman opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance. There being no response, the hearing was closed.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Jung absent, Chairman Humke ordered that Ordinance No. 1398, Bill No. 1577, entitled, "AN ORDINANCE CONCERNING WASHOE COUNTY, NEVADA, SPECIAL ASSESSMENT DISTRICT NO. 39 (LIGHTNING W WATER SYSTEM SUPPLY IMPROVEMENT PROJECT); ASSESSING THE COST OF A WATER PROJECT AGAINST THE ASSESSABLE TRACTS OF LAND BENEFITED BY THE PROJECT; DESCRIBING THE MANNER FOR THE COLLECTION AND PAYMENT OF THE ASSESSMENTS; PROVIDING PENALTIES FOR DELINQUENT PAYMENTS; AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH," be approved, adopted and published in accordance with NRS 244.100.

**09-351** **AGENDA ITEM 25 – SIERRA FIRE PROTECTION DISTRICT/BUILDING AND SAFETY**

**Agenda Subject:** “Consideration and possible action regarding the appeal by the Sierra Fire Protection District of the Board of Adjustment’s decision regarding the residential fire sprinkler requirements of the 2006 International Fire Code. (Commission District 5.)”

Chief Michael Greene stated Mr. Bridge of Bridge Construction was building a home in the Verdi area that the Sierra Fire Protection District (SFPD) felt lacked sufficient water in the event of a fire. He conducted a PowerPoint presentation,

which was placed on file with the Clerk, highlighting the legal background, fire flow, fire sprinklers, Bridge Construction facts, inadequate fire flow, the appeal and the concerns for fire sprinklers, lack of information, notification, utilizing the river, consistency, enforcement, the second appeal and the District's request.

Commissioner Larkin asked why a safety issue went before the Board of Adjustment (BOA). Chief Greene explained it was a condition placed on the building permit and, according to the District Attorney's Office, the appeal process began with the BOA.

Commissioner Larkin stated this was codified in the ordinances. Melanie Foster, Legal Counsel, explained it was. She commented the appellant provided the Board with a copy of the BOA minutes; however, she was concerned there was no record before the Board of the BOA's proceeding. She was attempting to determine if this was an appeal on the record or a De Novo Hearing in which evidence would be taken. Ms. Foster said under Chapter 278 the BOA was the place to begin and, per ordinance, those decisions appealed to the County Commission. Commissioner Larkin stated the Board did not have a full record. Ms. Foster stated the Board had the minutes from the BOA meeting supplied by the appellant's representative. Commissioner Larkin indicated that was not a certification by staff.

Commissioner Larkin asked if this item was properly before the Board. Ms. Foster replied in order for the Board to make a decision at this time the record appeared to be incomplete. She said if the Board was inclined to allow new evidence, remand this back to the BOA or continue this item for a full and complete record, that would not be out of order.

Commissioner Larkin stated the Board did not have a complete record and added this was a health and safety issue. He said he would not feel comfortable at this time proceeding any further and recommended this be sent back to the Manager's Office with a note to supply the Board with a full record.

Chairman Humke acknowledged Legal Counsel indicated that the appellant's representative provided minutes from the BOA; however, he noted they were not signed. He said they were not an official copy and that he did not have a copy of the SFPD's presentation. He noted there were two instances in that presentation that varied from the staff report dated March 27, 2009, with information in the PowerPoint.

Commissioner Weber felt it would be appropriate for the appellant to give their presentation.

Ms. Foster indicated it would not be inappropriate to hear from the appellant, but noted her concern on the lack of the record. She said the Board could allow the appellant's presentation since it was noticed and the appellant had appeared. Chairman Humke said the SFPD had the burden of moving forward; therefore, had the burden of providing the record.

Commissioner Breternitz asked if there was any reason why the Board could not hear the evidence or make a decision. Ms. Foster said there was not; however, she asked that the Board articulate their basis and make it clear they had all the material needed to make a decision. Commissioner Breternitz said he had met with Mr. Bridges and his representative and felt the matter was straight forward and would be comfortable listening to their presentation.

Chairman Humke proposed questioning the appellant to see if they chose to conduct their presentation. Ms. Foster asked that the Board also determine if the appellant was comfortable moving forward without the full record.

John Marshall, appellant representative, indicated the appellant was willing to proceed since the project was at a standstill awaiting the decision of the Board. Chairman Humke asked if the appellant waived the right to have an incomplete record. Mr. Marshall responded as long as the minutes would be taken as accurate.

Commissioner Larkin said this was not a complete record and was not good public policy. Chairman Humke indicated Legal Counsel stated the Board could move forward and would make an administrative record, which could be appealed to District Court. He wondered why the Board would chose to move forward knowing the record was incomplete.

Commissioner Weber disagreed. She felt since the appellant was present they should be able to state their case and then the Board make a determination.

Katy Simon, County Manager, indicated assuming that the notice for public hearing allowed for that, an addendum for this item could be placed on the April 21, 2009 Board meeting.

After further discussion, on motion by Commissioner Breternitz, seconded by Commissioner Larkin which motion duly carried with Commissioner Weber voting "no," and Commissioner Jung absent, it was ordered that Agenda Item 25 would be continued in order to obtain a complete record.

#### **MORE AGENDA ITEM 8I RE-OPENED**

Doug Doolittle, Regional Parks and Open Space Director, stated the applicant was now present.

Chris Barrett, applicant's representative, said he had met with staff on April 1, 2009 and agreed with the staff report as presented.

Commissioner Breternitz explained there had been a request to clarify the motion regarding the mitigation amount. He asked what was the understanding of the applicants regarding the amount of payment due. On behalf of the Bath family and

Garden Shop Nursery, Mr. Barrett replied that the April 1, 2009 staff report was supported in determining the valuation at \$15,000. He explained this would be in the form of in-kind contributions to the park to help with the Master Plan and not a cash payment to the County.

Commissioner Breternitz said since the staff report was drafted there apparently was another meeting of the Parks Commission and asked why the amounts were different. Mr. Doolittle explained the Parks Commission met and received a similar staff document as presented to the Board. He said their discussion revolved around a previous project where the difference of cost was reviewed for alignment of a waterline. Mr. Doolittle said the Park Commission took this project and reviewed the difference of cost and came to the conclusion that the mitigation amount should be \$21,000. He said staff informed the Parks Commission that both amounts would be presented to the Board, and explained the \$15,000 had been negotiated with the landowners. Commissioner Breternitz asked if a representative from the applicant was present at the Park Commission meeting. Mr. Doolittle replied there was and objection to the change was noted.

Mr. Barrett clarified the applicant supported the April 1, 2009 staff report which stated a \$15,000 mitigation fee.

The original motion stood and no further action was taken.

**09-352      AGENDA ITEM 26 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Development Agreement Case No. DA09-002 – Sun Mesa Subdivision. (Commission District 5.)”**

**To conduct a public hearing to consider adoption of Development Agreement Case No. DA09-002 for Sun Mesa, Tentative Subdivision Map Case No. TM04-001, which was previously approved by the Planning Commission. The purpose of the Development Agreement is to extend the expiration date of said subdivision map until May 11, 2010, with a possible extension until May 11, 2011. [APN: 504-460-02], AND; Introduction and first reading of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207, and setting a public hearing date and second reading for April 28, 2009, approving Development Agreement Case No. DA09-002 for Tentative Subdivision Map Case No TM04-001 for Sun Mesa Subdivision as previously approved by the Washoe County Planning Commission.**

The Chairman opened the public hearing by calling on anyone wishing to speak for or against Development Agreement Case No. DA09-002, Sun Mesa Subdivision.

Sandra Monsalvè, Planner, conducted a PowerPoint presentation, which was placed on file with the Clerk, that indicated the subject location, background, analysis, supported policies, goals and authority.

Chairman Humke closed the public hearing.

No action was necessary. See item 09-353 below.

**09-353      AGENDA ITEM 26 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Introduction and first reading of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207, and setting a public hearing date and second reading for April 28, 2009, approving Development Agreement Case No. DA09-002 for Tentative Subdivision Map Case No TM04-001 for Sun Mesa Subdivision as previously approved by the Washoe County Planning Commission.”**

Bill No. 1580, entitled, "AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NO. DA09-002 FOR TENTATIVE SUBDIVISION MAP CASE NO. TM04-001 FOR SUN MESA SUBDIVISION AS PREVIOUSLY APPROVED BY THE BOARD OF WASHOE COUNTY PLANNING COMMISSION." was introduced by Commissioner Larkin, the title read to the Board and legal notice for final action of adoption directed.

\* \* \* \* \*

**AGENDA ITEM 30 – ADJOURNMENT**

**7:04 p.m.** There being no further business to come before the Board, on motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried with Commissioner Jung absent, it was ordered that the meeting be adjourned.

---

**DAVID HUMKE**, Chairman  
Washoe County Commission

**ATTEST:**

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

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



**RESOLUTION OF SUPPORT  
ROUND 10 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, Allan Bain Tanner is willing to sell a conservation easement to protect 271 acres of land at the end of Toll Road in Southern Washoe County, containing agricultural, wildlife, watershed and scenic values; and

WHEREAS, The Tanner land is adjacent to the Tanner land that was nominated for Round 9 SNPLMA acquisition, and other BLM public lands; and

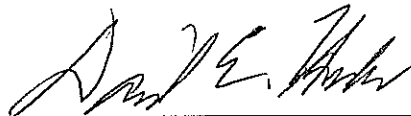
WHEREAS, The value of the conservation easement is estimated at \$400,000; and

WHEREAS, The Nevada Land Conservancy seeks to pursue conservation easement funding through Round 10 of the Nevada Division of State Lands Conservation and Resource Protection Grant Program for \$200,000 and the 50% match through the Forest Legacy Program for \$200,000; and

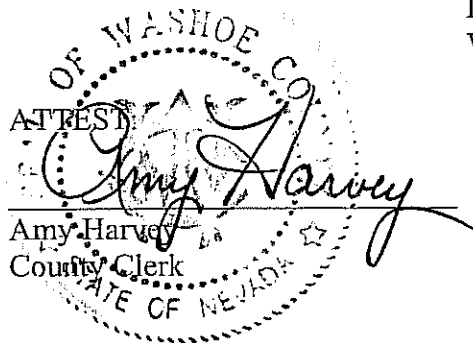
WHEREAS, The Washoe County Regional Parks and Open Space Department is in support of this conservation easement; now, therefore, be it

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 \$200,000 for purchase of a conservation easement of 271 acres of land in Southern Washoe County.

Adopted this 14<sup>th</sup> Day of April, 2009



\_\_\_\_\_  
David E. Humke, Chairperson  
Washoe County Board of County Commissioner



Summary - a Resolution calling a hearing on the amendment of the boundaries of District No. 24 (Groundwater Remediation).

**RESOLUTION NO.**

**(of Washoe County, Nevada)**

**A RESOLUTION CALLING A HEARING ON THE AMENDMENT OF THE BOUNDARIES OF DISTRICT NO. 24 (GROUNDWATER REMEDIATION/CENTRAL TRUCKEE MEADOWS REMEDIATION DISTRICT) IN WASHOE COUNTY, NEVADA; PROVIDING FOR A NOTICE OF HEARING, AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO.**

1. **WHEREAS**, the Board of County Commissioners (the "Board") of the County of Washoe (the "County") in the State of Nevada has created a district for the remediation of the quality of water (the "District" or "District No. 24") pursuant to NRS 540A.250 through 540A.285; and

2. **WHEREAS**, subsection 3 of NRS 540A.250 provides that:

"The District created pursuant to this section must include, without limitation:

- a. the area where the condition which requires remediation is determined by the Board to be present, or for which remediation is determined by the Board to be necessary, including any area to which the condition is expected to migrate unless remediation is carried out; and
- b. if the Board determines that the condition which requires remediation affects the quantity or quality of drinking water within the region, the wholesale and retail service area of any provider of water that has used or uses for any portion of its supply wells located in the area described in paragraph (a)"; and

3. **WHEREAS**, pursuant to NRS 540A.250 of the Board has had prepared for it a plan for remediation designated the "Central Truckee Meadows Remediation District Final Work Plan February 22, 1996" as updated by the "Central Truckee Meadows Remediation District Remediation Management Plan" dated October 28, 2002 (as updated, the "Plan for Remediation"); and

4. **WHEREAS**, the Plan for Remediation has been submitted to the Division of Environmental Protection of the State of Nevada (the "Division") and approved by the Division pursuant to Subsection 1 of NRS 540A.260; and

5. **WHEREAS**, the Plan for Remediation indicates that, and based upon such plan the Board has determined that, the condition which requires remediation affects the quality of drinking water within the region; and

6. **WHEREAS**, the boundaries of the District therefore are to include the wholesale and retail water service area of the Truckee Meadows Water Authority ("TMWA"), which is a provider of water service that has used and uses for a portion of its water supply, wells located in the area in which the condition that requires remediation is present; and

7. **WHEREAS**, the boundaries of the District were originally filed in the office of the County Clerk on September 16, 1997, and as so filed, were made the boundaries of the District (the "Original Boundaries") by Ordinance No. 1000, duly adopted by the Board on November 12, 1997; and

8. **WHEREAS**, the Original Boundaries have been amended; and

9. **WHEREAS**, the Board has determined and hereby determines to propose to further amend the boundaries of the District with respect to the fee collected in 2008 to exclude from the District certain properties, included in the Original Boundaries of the District as amended through July 1, 2008 (the "2008 Boundaries"), which properties did not receive water service involving water provided on a wholesale or retail basis by TMWA during that year; and

10. **WHEREAS**, the Board has determined and hereby determines to propose to amend the Original Boundaries of the District with respect to the fee collected in 2009, to add to and include such Original Boundaries new properties added to the wholesale and retail water service area of TMWA since December 31, 1997; and

11. **WHEREAS**, the Board has determined and hereby determines to propose to amend the Original Boundaries of the District with respect to the fee collected in 2009 to exclude from the District certain properties, which properties did not receive water service involving water provided on a wholesale or retail basis by TMWA during calendar year 2008; and

12. **WHEREAS**, each of the following will be filed with the County Clerk (the "Clerk") prior to the publication of a notice of hearing as hereinafter described

(i) a list of the properties proposed to be excluded from the 2008 Boundaries with respect to the fees collected in 2008 as described in the 9<sup>th</sup> preamble hereto entitled "Second List of Properties to be excluded from 2008 Boundaries of District No. 24" (the "Second 2008 Exclusion List"),

(ii) a description of the areas proposed to be added to the District as described in the 10th preamble hereto, entitled "2009 Description of Areas to be Added to District No. 24" (the "2009 Addition List"), and

(iii) a list of the properties proposed to be excluded with respect to the fee imposed in 2009 as described in the 11th preamble hereto, entitled "First List of Properties to Be Excluded from the 2009 Boundaries of District No. 24" (the "First 2009 Exclusion List"); and

13. **WHEREAS**, pursuant to NRS 540A.262, the Board is required to hold a hearing before amending the boundaries of the District; and

14. **WHEREAS**, the Board desires to authorize publication of a notice of the hearing in accordance with NRS 540A.262.

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

Section 1. A hearing is hereby called on the proposed amendment to the boundaries of the District. The hearing shall be held not less than 15 days after the notice of hearing described herein is published. The Manager is authorized to schedule the hearing and request that the Clerk publish the Notice described below after materials described in preamble 11 (the "Amendments") are filed in the office of the Clerk.

Section 2. Upon receipt of request from the Manager as provided in Section 1, the Clerk is hereby authorized and directed to publish a notice of hearing not less than 15 days prior to the hearing in a display advertisement which is at least 3" x 5" in size in a newspaper of general circulation in the County. The notice shall state that the description of the boundaries and the amendment to those boundaries is on file at the office of the Clerk for public examination. The notice shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING  
WASHOE COUNTY, NEVADA  
DISTRICT NUMBER 24  
(GROUNDWATER REMEDIATION)**

NOTICE is hereby given that the Board of County Commissioners of Washoe County, Nevada will hold a public hearing on May 12, 2009 at the hour of 6:00 p.m. at the Commission Chambers, Washoe County Administrative Complex, 1001 East Ninth Street, Reno, Nevada on a proposed amendment to the boundaries of Washoe County Nevada District No. 24 (Groundwater Remediation), which is a district for remediation of groundwater (the "District").

At the hearing all persons who desire to appear may appear and be heard concerning a proposed amendment to the boundaries of the District, and after the hearing the Board shall make such adjustments to the proposed boundary amendment as appear to be necessary, but the boundaries may not be expanded to include any property not included either in the proposed amendment as filed in the office of the County Clerk on April 22, 2009, or the original boundaries (the "Original Boundaries") of the District specified in Ordinance No. 1000, adopted and approved on November 12, 1997 (the "Ordinance").

It is proposed that the boundaries of the District would be amended as follows:

1. The boundaries of the District with respect to the fee collected in 2008 shall be as they already exist as further amended by exclusion of the properties listed in the list entitled "Second List of Properties to be Excluded from the 2008 Boundaries of District No. 24" (the "Second 2008 Exclusion List"), now on file with the County Clerk, and

2. The boundaries of the District with respect to the fee collected in 2009 shall be the Original Boundaries of the District as established by the Ordinance adopted by the Board of County Commissioners on November 12, 1997, amended as follows:

(a) amended by the addition to the Original Boundaries of the District of the areas described in the "2009 Description of Areas to be added to District No. 24" (the "2009 Addition List"), now on file in the office of the County Clerk, and,

(b) amended by excluding those properties (whether included in the Original Boundaries, or in the additions described in clause (a)) listed in the "First List of

Properties to be Excluded from the 2009 Boundaries of District No. 24" (the "First 2009 Exclusion List"), now on file in the office of the County Clerk.

The Original Boundaries of the District, the Second 2008 Exclusion List, and the 2009 Addition List and the First 2009 Exclusion List, are on file in the office of the County Clerk for public examination.

The boundaries of the District are those specified by Subsection 3 of NRS 540A.250, which consist of the area where the condition which requires remediation is determined by the Board to be present or for which remediation is determined by the Board to be necessary, including any area to which the condition is expected to migrate unless remediation is carried out, and the wholesale and retail water service area of the Truckee Meadows Water Authority ("TMWA"). The District generally consists of TMWA's wholesale and retail water service area. This general description is, however, for the convenience of the readers of this notice only. A specific description of the boundaries of the District and the proposed amendments thereto are on file in the office of the County Clerk and reference is made to those descriptions to determine whether or not a property is or is not included or proposed to be included within the boundaries of the District.

Reference is made to the Plan for Remediation, the boundaries of the District and the proposed amendments to those boundaries on file in the office of the County Clerk for further information concerning the District and its boundaries. All owners of property within the boundaries of the District and all other persons interested are encouraged to appear at the hearing and present their views. Written testimony and comments may be filed at or before the hearing with the County Clerk.

**IN WITNESS WHEREOF**, the Board of County Commissioners have caused this notice to be published not less than 15 days prior to the hearing referred to above.

Dated this April 14, 2009.

BOARD OF COUNTY COMMISSIONERS OF  
WASHOE COUNTY, NEVADA

(SEAL)

By David Humke  
Chair

ATTEST:

/s/ Amy Harvey  
County Clerk

Section 3. The Officers of the County are directed to effectuate the provisions of this resolution.

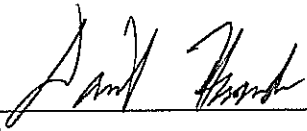
Section 4. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of such inconsistency.

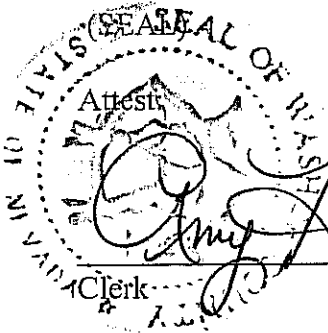
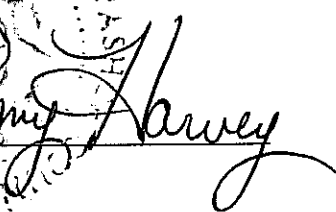
Section 5. The invalidity of any provisions of this resolution shall not affect any remaining provisions hereof.

Section 6. This resolution may be amended in any manner, at any time by the Board. This resolution does not obligate the Board to proceed with the District or issue bonds.

Section 7. The Board has determined, and does hereby declare, that this resolution shall be in effect after its passage in accordance with law.

**PASSED, ADOPTED AND APPROVED** this April 14, 2009.

  
\_\_\_\_\_  
Chair

  
Attest  
  
Clerk

STATE OF NEVADA )  
 : ss.  
COUNTY OF WASHOE )

I, Amy Harvey, am the qualified and elected Clerk of Washoe County (the "County"), and in the performance of my duties as Clerk do hereby certify:

1. The foregoing pages are a true, correct and compared copy of a resolution adopted by Board of County Commissioners (the "Board") of the County at a meeting held on April 14, 2009. The original of the resolution has been approved and authenticated by the signatures of the Chairman of the Board and myself as County Clerk and sealed with the seal of the County, and has been recorded in the minute book of the Board kept for that purpose in my office.

2. Said proceedings were duly had and taken as therein shown. The following Commissioners were present at said meeting and voted on the resolution as follows:

Those Voting Aye:

Hunkle  
Larkin  
Weber  
Jung  
Brotenitz

Nays:

none

Absent:

none

3. All members of the Board were given due and proper notice of such meeting.

4. Public notice of such meeting was given and such meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice of meeting and excerpts from the agenda for the meeting relating to the resolution, as posted by 9:00 a.m. at least 3 working days in advance of the meeting at:

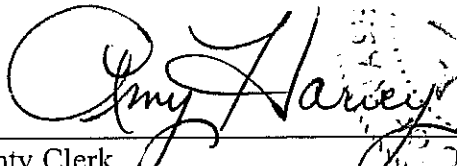
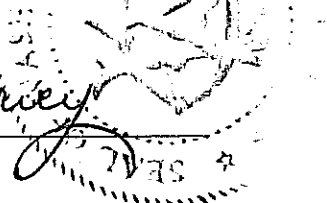


- (i) Washoe County Administration Complex  
1001 East Ninth Street  
Reno, Nevada
- (ii) Washoe County Clerk's Office  
Washoe County Courthouse  
Virginia and Court Streets  
Reno, Nevada
- (iii) Washoe County Library  
301 South Center Street  
Reno, Nevada
- (iv) Justice Court  
630 Greenbrae Drive  
Sparks, Nevada

is attached as Exhibit "A".

5. No later than 9:00 a.m. at least 3 working days before such meeting, such notice was provided to each person, if any, who has requested notice of meetings of the Board in the manner required by Ch 241 of NRS.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the County  
this April 14, 2009.

  
County Clerk 

(SEAL)

**EXHIBIT "A"**

**(Attach Notice of Meeting and Agenda)**

**COUNTY COMMISSIONERS**

David Humke, Chairman  
Bonnie Weber, Vice-Chairman  
John Breternitz  
Kitty Jung  
Bob Larkin

**COUNTY MANAGER**

Katy Simon

**ASSISTANT  
DISTRICT ATTORNEY**

Paul Lipparelli

**AGENDA**

**WASHOE COUNTY BOARD OF COMMISSIONERS**

**COMMISSION CHAMBERS - 1001 E. 9<sup>th</sup> Street, Reno, Nevada**

**April 14, 2009**

**10:00 a.m.**

**NOTE:** Items on the agenda without a time designation may not necessarily be considered in the order in which they appear on the agenda. Items may be moved to or from the Consent Agenda at the beginning of the Board Meeting or may be voted on in a block.

The Washoe County Commission Chambers are accessible to the disabled. If you require special arrangements for the meeting, call the County Manager's Office, 328-2000, 24-hours prior to the meeting.

**Public Comment** during the Commission Meeting on April 14, 2009 will be for all matters, both on and off the agenda, and be limited to two minutes per person. Additionally, public comment of two minutes per person will be heard during individual action items on the agenda. Persons are invited to submit comments in writing on the agenda items and/or attend and make comment on that item at the Commission meeting.

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.

The County Commission can deliberate or take action only if a matter has been listed on an agenda properly posted prior to the meeting. During the public comment period, speakers may address matters listed or not listed on the published agenda. The Open Meeting Law does not expressly prohibit responses to public comments by the Commission. However, responses from Commissioners to unlisted public comment topics could become deliberation on a matter without notice to the public. On the advice of legal counsel and to ensure the public has notice of all matters the Commission will consider, Commissioners may choose not to respond to public comments, except to correct factual inaccuracies, ask for County staff action or to ask that a matter be listed on a future agenda. The Commission may do this either during the public comment item or during the following item: **“\*Commissioners’/Manager’s Announcements, Requests for Information, Topics for Future Agendas and Statements Relating to Items Not on the Agenda”**.

Water Resources.

8. R. 1. Approve request for creation of a full-time, permanent Water Management Planner position, as evaluated by the Job Evaluation Committee, within the Department of Water Resources, to be funded by the Central Truckee Meadows Remediation District Program, to assist existing staff in carrying out the increasing and expanded Program workload. (All Commission Districts.)
8. R. 2. Authorize Chairman to execute a Resolution calling a hearing (to be set for May 12, 2009) on the amendment of the boundaries of District No. 24 (Groundwater Remediation/Central Truckee Meadows Remediation District) in Washoe County, Nevada; providing for a notice of hearing, and providing other matters properly related thereto. (All Commission Districts.)
9. Recommendation to approve Amendment #1 to Contract between the County of Washoe (Sheriff's Office, Forensic Science Division) and the State of Nevada (Department of Public Safety, Office of the Director) concerning provision of Breath Alcohol Program for the period July 1, 2009 through June 30, 2010 [income of \$248,115 for Fiscal Year 2009 and income of \$258,040 for Fiscal Year 2010]; and if approved, authorize Chairman to execute Amendment--Sheriff. (All Commission Districts.)
10. Recommendation to approve the Enhanced 911 Fund's retroactive reimbursement of the Regional Emergency Medical Services Authority's Plant Vesta 911 Telephone Answering System 5-year software and hardware maintenance agreement and upgrade of such system August 28, 2008, through approval to issue a retroactive purchase order; and if approved, authorize retroactive payment to AT&T in the amount of \$135,088.99 [C800801-710400]--E911 Emergency Response Advisory Committee/Management Services. (All Commission Districts.)
11. Recommendation to approve professional services engagement with Kafoury, Armstrong & Company to perform County-wide Independent Audit Services for Washoe County, Truckee Meadows Fire Protection District and the Sierra Fire Protection District for Fiscal Year 2008/09 [\$157,500], with the provision for two successive annual renewal options, solely at the discretion of the Board of County Commissioners and the County Manager--Purchasing. (All Commission Districts.)
12. Recommendation to authorize Regional Parks and Open Space Department to request proposals for selection of a qualified contractor to construct a one-mile ADA loop interpretive trail and two trail bridges, in compliance with USDA Forest Service and Washoe County Standards, at the Galena Creek Recreation Area, a planned \$108,048 [no match required] project funded by three State Recreation Trails Program Grants--Regional Parks and Open Space. (Commission District 1.)

**EXHIBIT "B"**

**(Attach Affidavit of Publication of Notice)**

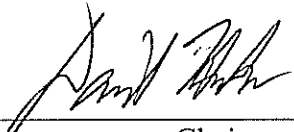
**RESOLUTION**—Authorizing the Grant of Public Money to Teen Challenge of Nevada, Inc.

**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 private organization, not for profit, or to a governmental entity, to be expended for a selected purpose; and

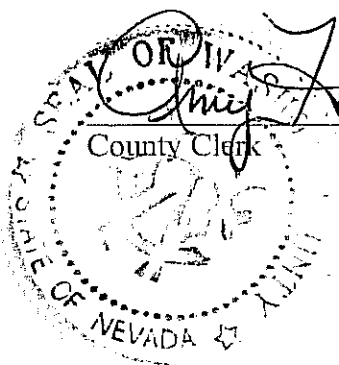
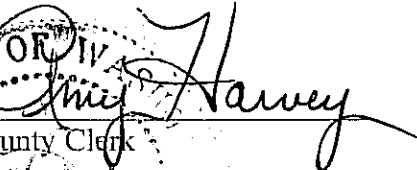
**WHEREAS**, The Board of Commissioners of Washoe County has determined that a certain amount of money is available in Fiscal Year 2008/2009, to make a grant of money to Teen Challenge of Nevada Inc. to assist in funding for the supplemental development of the Reno Adolescent Boys' Center High School programs and that by providing this grant of money, a substantial benefit will be provided to the inhabitants of Washoe County; now, therefore, be it

**RESOLVED**, By the Board of Commissioners of Washoe County that the Board hereby grants to Teen Challenge of Nevada, Inc., a grant for Fiscal Year 2008/2009 in the amount of \$1,500.

**ADOPTED** this 14<sup>th</sup> day of April, 2009

  
Chairman

ATTEST:

  
  
County Clerk

## PROCLAMATION

**WHEREAS**, Preventing child abuse and neglect is a community problem that depends on involvement among people throughout the community; and

**WHEREAS**, Child maltreatment occurs when people find themselves in stressful situations, without community resources, and don't know how to cope; and

**WHEREAS**, The majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

**WHEREAS**, Child abuse and neglect can be reduced by making sure each family has the support they need to raise their children in a healthy environment; and

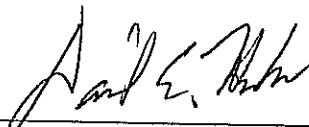
**WHEREAS**, Child abuse and neglect not only directly harm children, but also increase the likelihood of criminal behavior, substance abuse, health problems such as heart disease and obesity, and risky behavior such as smoking; and

**WHEREAS**, All citizens should become involved in supporting families in raising their children in a safe, nurturing environment; and

**WHEREAS**, Effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community; and therefore let it be

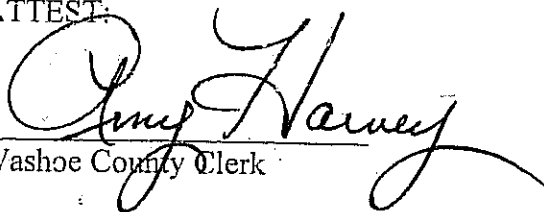
**PROCLAIMED**, By the WASHOE BOARD OF COUNTY COMMISSIONERS that April 2009 be recognized as Child Abuse Prevention Month in Washoe County; and call upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase in their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

ADOPTED this 14<sup>th</sup> day of April, 2009



David Humke, Chairman

ATTEST:



Washoe County Clerk

# PROCLAMATION

WHEREAS: We are fortunate to live in a community where residents, organizations and businesses are helping to make a difference by enthusiastically engaging in volunteer opportunities offered by Washoe County; and

WHEREAS: Volunteers bring a wealth of skills, knowledge and experience that allows Washoe County to continue to provide services such as libraries, senior services, child protection services, law enforcement, parks, and trails; and

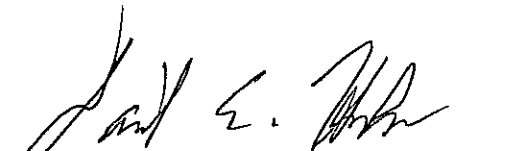
WHEREAS: Every hour provided by volunteers helps cut down on the amount of staff time needed to perform essential services, saving in taxpayer dollars and increasing services offered by the County; and

WHEREAS: In the challenging times ahead, these volunteers play a vital role in helping Washoe County government provide services that protect the public, provide sustenance to the underprivileged, and preserve our quality of life; and

WHEREAS: To help citizens connect with these volunteer opportunities, the County recently launched an online application system on its website at [www.washoecounty.us](http://www.washoecounty.us) that includes a list of current volunteer opportunities; now, therefore, be it

PROCLAIMED, by the Washoe County Board of Commissioners that April 19 through 25 be observed as National Volunteer Week--a time for us to express our appreciation to the thousands of volunteers who have supported Washoe County to date, and renew our call for citizens to commit to volunteer efforts that puts their expertise and interests to work for the benefit of their community.

ADOPTED THIS 14<sup>th</sup> day of April, 2009.

  
\_\_\_\_\_  
David E. Humke, Chairman

ATTEST:

  
\_\_\_\_\_  
Washoe County Clerk



# PROCLAMATION

**WHEREAS**, the Washoe County Library System, serving the local community for the past one hundred five years, will be celebrating "National Library Week" April 12-18, 2009; and

**WHEREAS**, our nation's libraries make a positive difference in the lives of millions of Americans today, more than ever, and

**WHEREAS**, libraries are key players in upholding intellectual freedom, equity of access, and in narrowing the "digital divide;" and

**WHEREAS**, librarians are trained professionals, helping people of all ages and backgrounds find and interpret the information they need to live, learn and work in a challenging economy; and

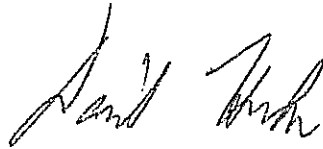
**WHEREAS**, the Washoe County Library System provides citizens the opportunity to access resources that give them the chance to learn and gain knowledge; and

**WHEREAS**, Washoe County libraries provide information, education, self-help and lifelong learning and serve as community gathering places; and

**WHEREAS**, the Washoe County Library System plays a vital role in supporting our quality of life; now, therefore be it

**PROCLAIMED**, By the Washoe County Board of Commissioners that April 12-18, 2009, is designated as "National Library Week" and the Board urges all residents to visit the library this week to take advantage of the wonderful resources available and thank their librarians and library workers for making information accessible to all who walk through the library's doors.

ADOPTED this 14<sup>th</sup> day of April, 2009.



David Humke, Chairman

ATTEST:

  
Washoe County Clerk

**INTERLOCAL AGREEMENT:**

This Interlocal Agreement, is made and entered into this 1st day of April, 2009, by and between Washoe County, a political subdivision of the State of Nevada, on behalf of its Northern Nevada Child Abuse Response & Evaluations/Sexual Assault Response Team; the Nevada County District Attorney's Office, the Nevada County Sheriff's Office, and the Nevada County Sexual Assault Response Team, hereinafter collectively referred to as Nevada County; and the Town of Truckee of which Truckee Police Department is a part.

**WITNESSETH**

**WHEREAS**, the Northern Nevada Child Abuse Response & Evaluations/Sexual Assault Response Team (CARES/SART) has the ability to provide adolescent, adult and child victim sexual assault forensic examinations, as requested by other government entities; and

**WHEREAS**, the Nevada County Sexual Assault Response Team (SART) wishes to utilize the services of CARES/SART for examinations of victims of cases occurring within its jurisdiction; and

**WHEREAS**, chapter 277 of the Nevada Revised Statutes authorizes Washoe County, as a public agency, to enter into interlocal and cooperative agreements with other public agencies for the performance of governmental functions; and

**WHEREAS**, pursuant to California Government Code Section 26500 *et seq.* the Nevada County District Attorney is authorized to investigate and prosecute crimes and pursuant to California Government Code Section 29600 *et seq.* expenses necessarily incurred in the performance of said duties are proper County charges; and

**WHEREAS**, pursuant to California Government Code Section 26600 *et seq.* the Nevada County Sheriff is authorized to investigate crimes and pursuant to California Government Code Section 29600 *et seq.* expenses necessarily incurred in the performance of said duties are proper County charges;

**WHEREAS**, under California law, Truckee Chief of Police and its Police Department are authorized to investigate crimes and all necessary expenses incurred in such investigations are a proper municipal charge against amounts budgeted for that purpose;

**NOW THEREFORE**, it is mutually agreed as follows:

1. Term:

The term of this Agreement shall commence on April 1, 2009, regardless of the dates set forth below, and shall remain in effect until March 31, 2012. Renewal of the

Agreement beyond this term shall be subject to the mutual written approval of Washoe County, by official action of its Board of County Commissioners, and by Nevada County and the Town of Truckee for Truckee Police Department, in accordance with the applicable governing law as set forth above.

2. Services to be provided:

Washoe County will:

- A. Provide physical space (examination room), facilities, and equipment in its facilities to perform adolescent, adult and child victim sexual assault forensic examinations as requested.
- B. Provide qualified Sexual Assault Nurse Examiners (SANE) to perform adolescent, adult and child victim sexual assault forensic examinations as requested by Nevada County Sheriff's Office or Truckee Police Department.
- C. Be responsible for maintaining and ensuring the qualifications and clinical competency of SANE for adolescent, adult and child victim sexual assault forensic examinations.
- D. Maintain medical malpractice insurance.
- E. Maintain standard internal operating policies and procedures for responding to and handling CARES and SART cases.
- F. Use the California Department of Justice "Victim Sexual Assault Evidence Kit" for forensic evidence collection.
- G. Use the State of California Governor's Office of Emergency Services (OES) Forensic Medical Report Forms: OES 923 (Acute Adult/Adolescent Sexual Assault Examination), OES 925 (Non-Acute Child/Adolescent Sexual Assault Examination), and OES 930 (Acute Child/Adolescent Sexual Assault Examination) to record medical and forensic interview information and findings. This report form shall be provided to the authorizing officer/deputy or his or her designee upon being completed by the SANE.
- H. Accept the appropriate written, telephone, or electrical authorization for performance of sexual assault forensic examinations from Nevada County Sheriff's Office or Truckee Police Department.
- I. Perform adolescent, adult or child victim sexual assault forensic examinations upon request when the SAME/SANE from Tahoe Forest Hospital (TFH) are unavailable.
- J. Provide all evidence recovered during the examination, including the SART kit and photographs, along with the original OES forms, to the agency authorizing the examination upon the agency's request without requiring a subpoena to obtain these items.
- K. Provide a victim advocate to the child, adolescent and adult victims during the examination upon request of the victim if one is unavailable from Tahoe Women's Services.
- L. Make appropriate referrals to Nevada County Victim/Witness Assistance Center and/or Tahoe Women's Services for follow-up treatment and services.

- M. Test for HIV, Syphilis, and other Sexually Transmitted Infections (diseases), treat for Gonorrhea, Chlamydia, and Syphilis and offer emergency contraception and prevention information to the victim/family.
- N. Complete a Nevada County SART Intake form and send a facsimile (Fax) to Nevada County Victim/Witness Assistance Center, attention SART Coordinator, within 24 hours of the completion of the forensic examination. FAX # (530) 265-6304.
- O. The SANE shall cooperate with the Nevada County District Attorney in coordinating any subpoena request for witness testimony.

3. Compensation:

Washoe County shall be compensated for the services described hereunder as follows:

- A. Adult or Child Sexual Assault Forensic Examination: \$400 per exam. Fee billed to and paid by the authorizing law enforcement agency.
- B. Expert Witness Testimony Fee: \$300 for the first hour of testimony and \$100 per hour for subsequent hours. SAME/SANE will be paid roundtrip mileage at the current California state rate. These fees will be paid by the Nevada County District Attorney's Office.

Billings for services shall be sent directly to the law enforcement agency authorizing the forensic examination, or in the case of witness testimony, to the Nevada County District Attorney's Office. The addresses for billings are listed below:

Nevada County District Attorney's Office  
 110 Union Street  
 Nevada City, CA 95959

Nevada County Sheriff's Office  
 Attention: Accounting Unit  
 950 Maidu Avenue  
 Nevada City, CA 95959

Truckee Police Department  
 10183 Truckee Airport Road  
 Truckee, CA 96161-3306

Invoices shall be paid by the authorizing agency within 30 days of receipt.  
 Payment shall be made to:

Washoe County District Attorney's Office  
 Sexual Assault Fund  
 ATTN: Victim-Witness Assistance Center  
 Post Office Box 30083

4. Fiscal Contingencies:

The parties to this Agreement recognize and acknowledge that the Nevada County District Attorney's Office and the Nevada County Sheriff's Office are departments of County of Nevada, a political subdivision of the State of California. Nevada County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products; equipment or services not budgeted in a given fiscal year. It is further understood that Nevada County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year. Notwithstanding any other provision of this Agreement to the contrary, Nevada County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such termination, which will be no earlier than thirty (30) days after the date of the termination notice, this Agreement shall be and Nevada County released from any further liability hereunder, subject to payment for services performed and deliverables provided prior to the effectiveness of such termination. In addition to the above, should the Nevada County Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for the Nevada County District Attorney's Office or the Nevada County Sheriff's Office, this Agreement may be canceled upon 30 days written notice, subject to payment for services performed provided prior to cancellation. Notice of cancellation shall be given to the addresses set forth in paragraph 3 above.

The parties to this Agreement recognize and acknowledge the Town of Truckee is a political subdivision of the State of California. The Town of Truckee is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products; equipment or services not budgeted in a given fiscal year. It is further understood that the Town of Truckee will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year. Notwithstanding any other provision of this Agreement to the contrary, the Town of Truckee shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such termination, which will be no earlier than thirty (30) days after the date of the termination notice, this Agreement shall be and the Town of Truckee released from any further-liability hereunder, subject to payment for services performed and deliverables provided prior to the effectiveness of such termination. In addition to the above, should the Town of Truckee during the course of a given year for financial reasons reduce or order a reduction in the budget for the Town of Truckee, this Agreement may be canceled upon 30 days written notice, subject to payment for

services performed provided prior to cancellation. Notice of cancellation shall be given to the addresses set forth in paragraph 3 above.

5. Parties as Independent Contractors:

In engaging in the activities described hereunder, the parties and their officers and employees are acting in an independent capacity and not as employees or agents of each other.

6. Indemnification, Waiver of Immunity and Insurance:

To the extent permitted by law, each party shall defend, indemnify and hold the other parties harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, employees and the public, or damage to property, which are claimed to or in any way arise out of or are connected with the services, operations, performance or other acts or omissions of such party hereunder, regardless of the existence or degree of fault or negligence on the part of the other party, its subcontractors and employee(s) or any of these, except for the sole or active negligence of such other party, its officers and employees, or as expressly prescribed by statute.

Each party acknowledges that by virtue of the activities performed in the jurisdiction of the other parties pursuant to this Interlocal Agreement, it may subject itself to suit in the courts of the other state, and that in such a suit, the immunities and defenses of its own state, including any limitation on damages, may not apply.

Pursuant to sections 287.010(1)(c) and 616B.300 of the Nevada Revised Statutes, Washoe County, its officers and employees are self-insured for all purposes, including but not limited to, workman's compensation, health benefits and liability.

County of Nevada is exempt from insurance requirements of the State of California and is legally self-insured. Nevada County employees are covered by primary workers' compensation coverage through a pooled retention.

The Town of Truckee is exempt from insurance requirements of the State of California and is legally self-insured. Town of Truckee employees are covered by primary workers' compensation coverage through a pooled retention.

7. Confidentiality:

All parties shall comply with California Welfare and Institutions Code and Health Insurance Portability and Accountability Act requirements regarding confidentiality of patient information and the applicable provisions of chapters 441A and 629 of the Nevada Revised Statutes, as well as any other pertinent provision of Nevada law, while the records generated under this Agreement are located in Nevada. Additionally, the

Nevada County SART, and Northern Nevada CARES/SART policy on patient confidentiality will be strictly adhered to.

8. Authority:

The California agents executing this agreement on behalf of their respective agencies personally warrant that they have full authority to enter into this agreement on behalf of the entity for which they are signing, and that said agency is legally bound to the agreement by their signature hereto.

9. Amendment:

This Interlocal Agreement may be amended or modified only by written, fully executed agreement of all parties ratified in accordance with the governing law of the jurisdiction.

10. Termination:

Any party may withdraw from this Interlocal Agreement, for any reason, by providing thirty (30) days written notice to all other parties to the Agreement at the addresses set forth in paragraph 3 above.

11. Sole Agreement:

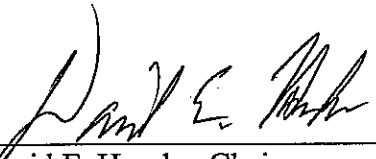
This Interlocal Agreement contains all the commitments and agreements of the parties, supersedes any prior agreement of the parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement, unless modified in accordance with paragraph 9 above.


IN WITNESS WHEREOF, the parties have set their hands with the intent to be bound.

WASHOE COUNTY

ATTEST:

By:

  
\_\_\_\_\_  
David E. Humke, Chairman  
Washoe County Commission

  
\_\_\_\_\_  
Washoe County Clerk

Date:

April 14, 2009

04/14

NEVADA COUNTY

ATTEST:

Rodney R. Gillespie \_\_\_\_\_ Date \_\_\_\_\_  
Nevada County Sexual Assault Response Team Coordinator  
Nevada County Victim/Witness Assistance Center  
109 ½ North Pine Street  
Nevada City, CA 95959

Douglas A. Carver \_\_\_\_\_ Date \_\_\_\_\_  
Chief Probation Officer  
Nevada County Probation Department  
109 ½ North Pine Street  
Nevada City, CA 95959

Clifford H. Newell \_\_\_\_\_ Date \_\_\_\_\_  
District Attorney  
Nevada County District Attorney's Office  
110 Union Street  
Nevada City, CA 95959

Keith Royal \_\_\_\_\_ Date \_\_\_\_\_  
Sheriff  
Nevada County Sheriff's Office  
950 Maidu Avenue  
Nevada City, CA 95959

TOWN OF TRUCKEE

Tony Lashbrook \_\_\_\_\_ Date \_\_\_\_\_  
Town Manager  
Town of Truckee  
10183 Truckee Airport Road  
Truckee, CA 96161-3306



**AMENDMENT #1 TO CONTRACT**

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

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

**And**

**Washoe County Sheriff's Office – Forensic Science Division  
911 Parr Blvd.  
Reno, NV 89512  
775 328-2800**

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original contract, dated **December 11, 2007**, attached hereto as Exhibit A, remain in full force and effect with the exception of the following: The contract end date shall be extended to June 30, 2011, and the total consideration will be increased by FIVE HUNDRED SIX THOUSAND ONE HUNDRED FIFTY-FIVE DOLLARS AND NO CENTS (\$506,155.00).

Current Contract Language:

3. CONTRACT TERM. This Contract shall be effective **upon approval of the appropriate governing body to June 30, 2009**, unless sooner terminated by either party as set forth in this Contract.

7. CONSIDERATION. WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of not more than **two hundred thirty-eight thousand five hundred seventy-two dollars and no cents (238,572.00) for fiscal year 2008**, and **two hundred thirty-eight thousand five hundred seventy-two dollars and no cents (\$238,572.00) for fiscal year 2009**, with the total Contract or installments payable: **upon receipt of invoice not to exceed four hundred seventy-seven thousand one hundred forty-four dollars and no cents (\$477,144.00)**. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

Amended Contract Language:

3. CONTRACT TERM. This Contract shall be effective **upon approval of the Board of Examiners to June 30, 2011**, unless sooner terminated by either party as set forth in this Contract.

7. CONSIDERATION. WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of not more than **two hundred thirty-eight thousand five hundred seventy-two dollars and no cents (238,572.00) for fiscal year 2008**, and **two hundred thirty-eight thousand five hundred seventy-two dollars and no cents (\$238,572.00) for fiscal year 2009**, and **two hundred forty-eight thousand one hundred fifteen dollars and no cents (\$248,115.00) for fiscal year 2010**, from July 1, 2009 through June 30, 2010 and **two hundred fifty-eight thousand forty dollars and no cents (\$258,040.00) for fiscal year 2011**, from July 1, 2010 through June 30, 2011 with the total Contract or installments payable: **upon receipt of invoice not to exceed nine hundred eighty-three thousand two hundred ninety-nine dollars and no cents (\$983,299.00)**. Any intervening end to an annual or biennial appropriation period shall be

deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

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

**Washoe County Sheriff's Office**

*Michael Haley* 3-24-09 *Stewart*  
Washoe County Sheriff's Office Date Title

**Washoe County**

By: *David Humke* April 14, 2009  
David Humke, Chairman Date  
Washoe County Board of County Commissioners

**ATTEST:**

*Amy Harvey*  
Washoe County Clerk

**Nevada Department of Public Safety**

\_\_\_\_\_  
Jearld L. Hafen, Director, Department of Public Safety Date

\_\_\_\_\_  
Rick Gimlin, Administrator, Administrative Services Date

\_\_\_\_\_  
Signature – Nevada State Board of Examiners APPROVED BY BOARD OF EXAMINERS  
On \_\_\_\_\_  
(Date)

Approved as to form by:  
\_\_\_\_\_  
Deputy Attorney General for Attorney General, State of Nevada On \_\_\_\_\_  
(Date)

3

**INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

**A Contract Between the State of Nevada**

**Acting By and Through Its**

**Department of Public Safety, Office of the Director**

**555 Wright Way**

**Carson City, Nevada 89711**

**775 684-4701**

**And**

**Washoe County, on behalf of the**

**Washoe County Sheriff's Office - Forensic Science Division**

**911 Parr Blvd.**

**Reno, Nevada 89512**

**775 328-2810**

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and WHEREAS, it is deemed that the services of **WASHOE COUNTY SHERIFF'S OFFICE - FORENSIC SCIENCE DIVISION** hereinafter set forth are both necessary to the **DEPARTMENT OF PUBLIC SAFETY - OFFICE OF THE DIRECTOR** and in the best interests of the State of Nevada;

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective **upon approval of the appropriate governing body to June 30, 2009**, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until **thirty (30) days** after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason Federal and/or State Legislature, or local funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:  
ATTACHMENT AA: SCOPE OF WORK

**EXHIBIT A**

4.12

7. **CONSIDERATION. WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION** agrees to provide the services set forth in paragraph (6) at a cost of not more than **two hundred thirty-eight thousand five hundred seventy-two dollars and no cents (\$238,572.00)** for fiscal year 2008 and **two hundred thirty-eight thousand five hundred seventy-two dollars and no cents (\$238,572.00)** for fiscal year 2009 with the total Contract or installments payable: **upon receipt of invoice, not to exceed four hundred seventy-seven thousand one hundred forty-four dollars and no cents (\$477,144.00)**. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. **INSPECTION & AUDIT.**

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

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

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

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

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

12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the

intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

**13. INDEMNIFICATION.**

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

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

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

**15. WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

**16. SEVERABILITY.** If any non-material provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

**17. ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

**18. OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

**19. PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law.

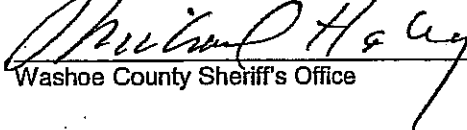
21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

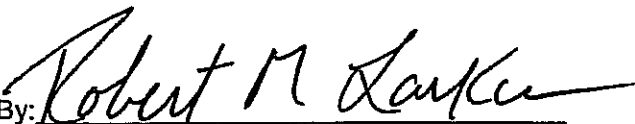
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Washoe County Sheriff's Office

  
Washoe County Sheriff's Office

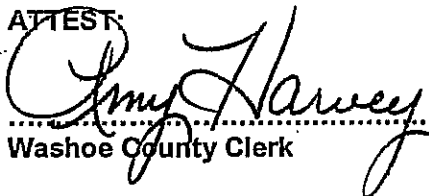
10-16-07 Sheriff  
Date Title

Washoe County

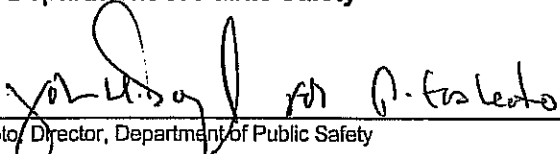
By:   
Robert M. Larkin, Chairman, Washoe County Board of County Commissioners

11/13/07  
Date

ATTEST:

  
Washoe County Clerk

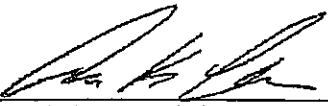
Nevada Department of Public Safety

  
Phil Galeoto, Director, Department of Public Safety

11/20/07  
Date

  
Mark Teska, Administrator, Administrative Services

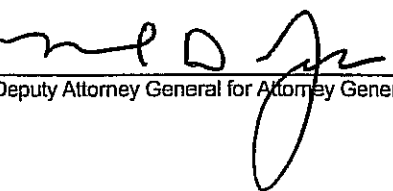
11/20/07  
Date

  
Signature - Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On 12-11-07  
Date

Approved as to form by:

  
Deputy Attorney General for Attorney General, State of Nevada

On 11-19-07  
Date

**ATTACHMENT AA:  
SCOPE OF WORK**

The parties agree that the services to be performed are as follows: The Washoe County Sheriff's Office Crime Laboratory will provide the following services to implement the breath alcohol testing regulations of the Committee on Testing for Intoxication in the Counties of Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, Washoe, and White Pine.

- a. Provide qualified Forensic analysts of alcohol certified by the Agency to participate in the program.
- b. Provide cross-training to otherwise qualified individuals to become certified as Forensic Analysts of Alcohol.
- c. Provide approved training courses to personnel seeking to become certified as Breath test Operators.
- d. Provide laboratory evaluation of breath-test instruments not presently approved for use in the State of Nevada, and issue to the Director, Department of Public Safety, a comprehensive report and evaluation of such instruments.
- e. Provide periodic calibration of evidential breath-test instruments used by law enforcement personnel as described in Division regulations, using certified Forensic Alcohol Analysts. Periodic calibration will be performed at least once every 90 days.
- f. Provide certified aqueous alcohol solutions to users of Evidentiary Breath-Testing Devices for checking the accuracy of instruments at time of subject testing. These solutions will be provided in accordance with the regulations.
- g. Maintain records on the accuracy, reliability, and calibration of those Evidentiary Breath Alcohol Test Instruments for which the laboratory is responsible.
- h. Provide expert testimony in judicial and administrative proceedings regarding the operation calibration, accuracy, and use of Evidentiary Breath Alcohol Testing Instruments.



## INTERLOCAL AGREEMENT

THIS AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the County of Storey, a political subdivision of the State of Nevada, hereinafter "Storey," and Washoe County, a political subdivision of the State of Nevada, through its Department of Senior Services, hereinafter "Washoe":

### WITNESSETH

WHEREAS, Storey desires to furnish meals to its senior citizens in the River District area which is close to Sparks and Reno, and

WHEREAS, Washoe has the closest kitchen to furnish said meals and is willing to do so with conditions.

WHEREAS, NRS 227.180 authorized public agencies to contract with one another to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, Storey and Washoe are public agencies within the meaning of the NRS 277.180;

NOW THEREFORE, in consideration of the aforesaid premises, and the good and valuable consideration, Storey and Washoe mutually agree as follows:

- A. Storey agrees to purchase an average of twenty (20) or more meals per day over a five-day week, Monday through Friday, from Washoe.
- B. Storey agrees to pay the current rate Washoe has negotiated in their Food Management Services agreement. The rate effective May 1, 2009 is four dollars and eight hundredths cent (\$4.008) per meal. Washoe will notify Storey in writing if there is a future rate increase and will providing a minimum of thirty (30) calendar days notice before the new rate will take effect.
- C. Storey guarantees funding will come from Storey County.
- D. Washoe agrees to furnish said number of meals or more per day for said price.
- E. Washoe agrees to deliver the meals to the Rainbow Bend Clubhouse, 500 Bleu de Clair, Sparks, Nevada, 89434, and to housebound persons over sixty (60) years of age who live in the River District area.
- F. This agreement shall not become effective until and unless ratified and approved by both Washoe and Storey.
- G. The term period of the contract is from May 1, 2009 through April 30, 2011.

- H. All written notices of termination or potential termination of this agreement shall be delivered to the following persons via U.S. mail at the addresses shown and shall be deemed received three days after they are sent.

**Storey County**

**County Commissioners  
P.O. Box D  
Virginia City, NV 89440**

**Washoe County**

**Grady Tarbutton, Director  
Washoe County Senior Services  
1155 E. 9<sup>th</sup> St.  
Reno, NV 89512**

- J. Neither party shall assign, transfer, nor delegate any of their rights, obligations, or duties under this Agreement without the prior written consent of the other party.
- K. In the event that the governing body appropriating funds for Storey or Washoe fails to obligate the funds necessary to make payments or provide services beyond Storey or Washoe's then current fiscal period, this Agreement shall be terminated without penalty, charge, or sanction.
- L. Either party may terminate this Agreement by giving the other party written notice of intent to terminate. Th notice must specify a day upon which the termination will be effective, which date may not be less than thirty (30) calendar days from the date of the mailing notice.
- M. To the extent allowed by law, Storey agrees to indemnify, save, and hold harmless Washoe from any and all claims, causes of action or liability arising from any negligent act, failure to act, error or omission in the performance of this Agreement by Storey or its agents or employees. Similarly, to the extent allowed by law, Washoe agrees to indemnify, save, and hold harmless Storey from any and all claims, causes of action or liability arising from any negligent act, failure to act, error or omission in the performance of this Agreement by Washoe or its agents or employees.
- N. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement. Any action arising out of or relating to this Agreement shall be commenced in Washoe County.
- O. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.
- P. This Agreement constitutes the full and final agreement between the parties and supersedes any previous agreement. This Agreement shall not be modified unless in writing and signed by both parties.

Q. It is not intended, and this Agreement shall not be construed, to provide any entity or person not a party to this Agreement with any benefits or to obligate the parties to this Agreement to any entity or persons not a party to this Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman  
Storey County Commission

ATTEST:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Storey County Clerk

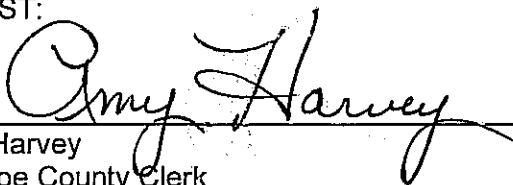
Approved as to form:

4/14/09  
Date

  
Chairman  
Washoe County Commission

ATTEST:

4/14/09  
Date

  
Amy Harvey  
Washoe County Clerk

**RESOLUTION**

**Resolution to create the Other Restricted Special Revenue Fund**

**WHEREAS**, the County has established a priority to simplify and streamline County government; and

**WHEREAS**, the County receives numerous restricted resources that need to be separated from other County financial activity for cash purposes but that do not require separate reporting funds; and

**WHEREAS**, the County financial system can support the tracking of separate cash records within a single reporting fund; and

**WHEREAS**, the County will annually budget resources and disbursements related to these restricted resources; and

**WHEREAS**, NRS 354 allows for the creation of a special revenue fund; and

**WHEREAS**, special revenue funds are used to account for services provided as a result of specific identifiable revenues; and

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

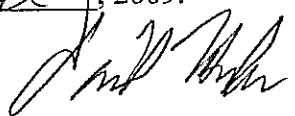
Section 1. That the Other Restricted Fund is hereby created as a special revenue fund subject to the Local Government Budget Act contained in NRS 354.

Section 2. That the County Comptroller is hereby directed to establish said fund on the official books and record of Washoe County for the purpose of accounting for various special resources and associated disbursements, including, if required by the specific revenue restriction, separate cash and interest earnings records.

Section 3. This Resolution shall be effective upon passage and approval.

**IT IS FURTHER RESOLVED**, That the County Clerk is hereby directed to distribute executed copies of the Resolution to the Department of Taxation, the Comptroller, and the Budget Division within thirty days

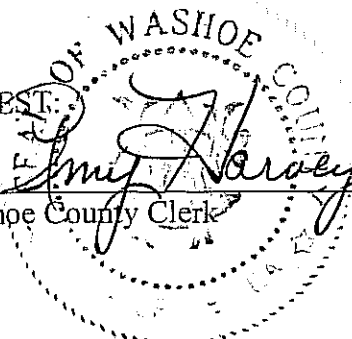
ADOPTED this 14<sup>th</sup> day of April, 2009.



Chair  
Washoe County Commission

ATTEST:

  
Washoe County Clerk



**AMENDMENT #1 TO INTRASTATE INTERLOCAL CONTRACT BETWEEN  
PUBLIC AGENCIES**

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

**State Gaming Control Board  
P.O. Box 8003, 1919 College Parkway  
Carson City, Nevada 89702-8003  
Telephone: 775-684-7713  
FAX: 775-687-5817**

and

**Washoe County  
Acting By and Through Its  
Washoe County Sheriff's Office  
Forensic Science Division  
911 Parr Blvd.  
Reno, Nevada 89512  
Telephone: 775-328-2800  
FAX: 775-328-2831**

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original contract dated January 30, 2008, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

- 1.1 Paragraph 3, *Contract Term*, is amended to read:  
"This Contract shall be effective upon approval to June 30, 2011, unless sooner terminated by either party as set forth in this Contract."
- 1.2 Paragraph 7, *Consideration*, is amended to read:  
"WASHOE COUNTY SHERIFF'S OFFICE, FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of not more than \$ 1,081.00 in Fiscal Year 2010 and not more than \$ 1,698.00 in Fiscal Year 2011 with the total Contract or installments payable upon receipt of invoice(s) not exceeding \$ 2,779.00. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require."
- 1.3 Attachment A to the original contract, *Scope of Work*, is replaced in its entirety with Attachment AA, Option A, Full Services Provided under the Forensic Science Division Contract.

2. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract) and Attachment AA (Option A, Full Services Provided under the Forensic Science Division Contract) are attached hereto, incorporated by reference herein and made a part of this amended Contract.

3. **REQUIRED APPROVAL.** This Amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

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

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State Gaming Control Board

Public Agency #1

[Signature]  
Public Agency #1 Signature

4/23/09 Chief, Administration Division  
Date Title

Washoe County

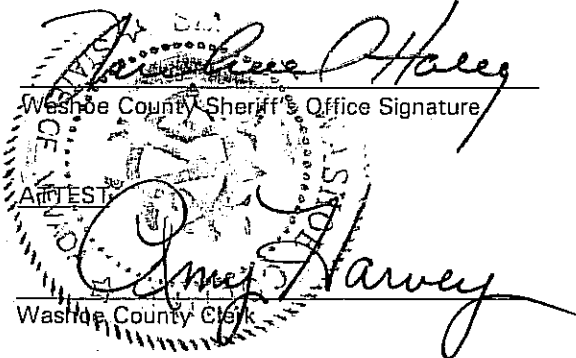
Public Agency #2

[Signature]  
Public Agency #2 Signature

4/14/09 Chairman, Washoe Co. Board of Commissioners  
Date Title

[Signature]  
Washoe County Sheriff's Office Signature

3-24-05 Sheriff  
Date Title



Washoe County Clerk

April 14, 2009  
Date

[Signature]  
Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On 5/13/09  
Date

Approved as to form by:

[Signature]  
Deputy Attorney General for Attorney General

On 4/24/09  
Date

09-316

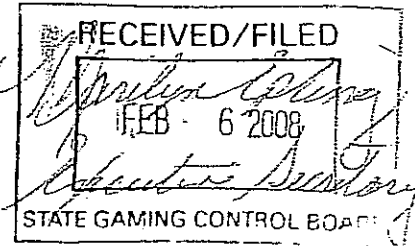
EXHIBIT A

**Original Contract**

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## INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada  
Acting By and Through Its  
State Gaming Control Board  
P.O. Box 8003, 1919 College Parkway  
Carson City, Nevada 89702-8003  
Telephone: 775-684-7713  
FAX: 775-687-5817



and

Washoe County, on behalf of the  
Washoe County Sheriff's Office  
Forensic Science Division  
911 Parr Blvd.  
Reno, Nevada 89512  
Telephone: 775-328-2800

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

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

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective upon approval to June 30, 2009, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or Federal Legislative, or local funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

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

ATTACHMENT A: SCOPE OF WORK

7. CONSIDERATION. WASHOE COUNTY SHERIFF'S OFFICE, FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of not more than \$ 1,617.00 in Fiscal Year 2008 and not more than \$ \$1,698.00 in Fiscal Year 2009 with the total Contract or installments payable upon receipt of invoice(s) not exceeding \$ 3,315.00. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

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

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

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

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

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

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

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through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

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

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

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any non-material provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

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

State Gaming Control Board

Todd N. Westergard  
Todd N. Westergard

12/26/07 CHIEF, ADMINISTRATION  
Date Title

Washoe County Sheriff's Office

Michael Haley  
Washoe County Sheriff's Office Signature

10-16-07 Sheriff  
Date Title

WASHOE COUNTY

Robert M Larkin  
BY: Robert Larkin, Chairman, Washoe County Board of Commissioners  
r.

11/13/07 Chairman  
Date Title

09.316

ATTEST  
Emily Harvey  
Washoe County Clerk

Nov. 13, 2007  
Date Title

[Signature]  
Signature - Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On 1-30-08  
(Date)

Approved as to form by:  
[Signature]  
Deputy Attorney General for Attorney General, State of Nevada

On 12/17/07  
(Date)

## ATTACHMENT A

### SCOPE OF WORK

1. The following Scope of Work describes the services to be performed by the Washoe County Sheriff's Office, Forensic Science Division for the Nevada State Gaming Control Board, except for cases originating in Nye, Esmeralda, Lincoln and Clark Counties.
  - A. Forensic laboratory analysis services within the existing capabilities of the laboratory, including but not limited to:
    - Trace Evidence (Hairs/Fibers/Glass, etc.)
    - DNA Analysis
    - Shoe Print Comparison
    - Crime Scene Investigation
    - WIN/AFIS
    - Associated Expert Witness Testimony
    - Laser/ALS Examination
    - Solid Dosage/Seized Drugs (Drug Testing)
    - Firearms/Tool Mark Examinations
    - Latent Print Processing
    - Arson
  - B. Photo laboratory services for mug, proof and film development.
2. Costs excluded from the listed services provided will be those that are legislatively mandated as the responsibility of sexual offenders.
3. Washoe County Sheriff's Office, Forensic Science Division further agrees to provide the State Gaming Control Board with reports of examination on each case and court testimony regarding the case when necessary.
4. While performing services under this Contract, employees of the Washoe County Sheriff's Office, Forensic Science Division, shall remain under the direction and control of the Washoe County Sheriff's Office and shall retain all benefits of their employment with same.

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ATTACHMENT AA

**Option A  
Full Services Provided under the  
Forensic Science Division Contract**

09.316

## Option 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
- Unknown substances
- Arson
- Determination of human vs animal hair and suitability of hair for DNA testing

#### 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 with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy
- Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

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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.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- 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, glass, paint, hair and explosive materials

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