

BOARD OF COUNTY COMMISSIONERS, WASHOE COUNTY, NEVADA

TUESDAY

11:30 A.M.
2:00 P.M.

APRIL 28, 2009

PRESENT:

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

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

ABSENT:

Bob Larkin, Commissioner

The Board convened at 11:39 a.m. in regular session in the Commission Caucus Room of the Washoe County Administration Complex, 1001 East Ninth Street, 2nd Floor, Room A205, 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:

09-392 AGENDA ITEM 3

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

There was no response to the call for public comment.

09-393 AGENDA ITEM 4

Agenda Subject: “The Commission will hear ideas and comments as to how fire and emergency medical related service levels can be maintained and possibly enhanced in these very tight budget times. The expectations include but are not limited to open dialog and creative ideas that could result in operational and administrative efficiencies; and, update on status of Comprehensive Fire Services Master Plan; with possible direction to staff and/or the Fire Master Plan Consulting Team (requested by Commissioner Breternitz)--Fire Services Coordinator. (All Commission Districts.)”

Paul Wagner, City of Reno Fire Chief, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation covered the money saved because of the consolidation, the increased depth of resources, the reduced response times, the response numbers, the Emergency Medical Technicians (EMT's), community risk reduction, and achievements.

***11:48 a.m.** Chairman Humke arrived during Chief Wagner's presentation.

Mike Brown, North Lake Tahoe Fire Protection District (NLTFPD) Fire Chief, discussed the evolution of the community's fire services and the Fire Department's expanded scope of responsibility regarding what was responded to and where. He said there were mutual aid agreements with neighboring local agencies and state, and federal agencies. He felt standing contracts for services should be established with state and federal agencies to manage their lands that bordered city or county jurisdictional lands to ensure they would be safe from catastrophic wildland fires or natural, or manmade disasters. He advised services constantly had to be reevaluated due to the current state of the economy and to provide the expected service level.

Chief Brown advised that fire-based EMT services across the nation were a great success. He noted the area's needs had not been reevaluated since the early 1990's and since then those needs had changed along with the service delivery needs of the County.

Chief Brown indicted regarding communications, three primary answering points existed within the County whose responsibly it was to determine which agency should be dispatched in response to 911 calls and to catalog all responder information throughout the incident. He felt that process needed to be streamlined and combined under one central agency.

Mike Greene, Sierra Fire Protection District (SFPD) Chief, suggested it was time to work with REMSA to find ways to collaboratively enhance service, which was consistent with the SFPD's mission. He noted the Board made decisions for Washoe County, for SFPD, and for Truckee Meadows Fire Protection District (TMFPD) and the renewal of the consultant agreement was an opportunity to make changes to benefit all of Washoe County's citizens. He said the consultant's study would only be a paper study if the upcoming contract negotiations were not used as an opportunity to set the course for the future.

Andy Flock, City of Sparks Fire Chief, said when looking at operational and administrative efficiencies it had to be determined how they would be measured. He advised the City of Sparks was using comparative performance measures, which was the International City/County Management Association (ICMA) process. He provided the ICMA mean or average versus those for the City of Sparks for several categories. He stated the comparisons showed the City of Sparks was running a very lean and efficient department. He said besides making comparisons to the mean, the comparative performance measures also allowed the department to compare its performance against

itself year after year. He stated the risk versus benefit issue also needed to be looked at for each community to determine if the appropriate service levels were being provided.

Chief Flock indicated there were excellent working relationships and automatic mutual aid agreements amongst all of the departments present.

Mike Dondero, Nevada Division of Forestry State Fire Management Officer, read the letter dated April 20, 2009 from Pete Anderson, State Forester Firewarden, to Kurt Latipow, Fire Services Coordinator, regarding this agenda item. A copy of the letter was placed on file with the Clerk.

Mike Wilde, Humboldt-Toiyabe National Forest - Carson Ranger District Fire Management Officer, said wildland fires were increasing in number and in magnitude each year, and their suppression costs had grown to the point where it was impacting all levels of government. He stated it was important to increase efficiencies especially where fires interfaced with development or what was called the "wildland urban interface." He said fires in those areas cost dramatically more to fight per acre. He felt suppression efforts had been at the forefront of increasing efficiencies, but collaborative efforts could still be improved regarding fuels reduction and community development. He suggested the goal should be to help people and communities near wildlands learn how to live safely with fire. He advised the safety of firefighters and the public would continue to be the highest priority in fighting all wildland fires. He stated it was important all of the agencies work together to increase the benefits to the public and the ecosystem.

Mr. Wilde said the federal Wildland Fire Management Policy language was changed to eliminate some past confusion by only having two types of fires: planned and unplanned. He stated any fire, or any portions of it, could be managed to meet resource objectives in the land management plans. He explained multijurisdictional fires required close coordination from their start to the very bitter end, which he considered to be the cost-share prosecution and billing.

Pete Cannizzaro, Galena Volunteer Fire Department Chief, said the volunteer firefighters filled an important need for intermittent skilled and trained labor in emergency situations. He advised the volunteer fire departments held a series of meetings through the Washoe County Volunteer Firefighters Association (VFA) in conjunction with the fire services master plan study to form consensus recommendations. He stated the first recommendation was to implement a master volunteer fire department contact using the Sierra agreement as a model. He said that would allow the volunteer fire departments to maintain their individuality as 501c3 nonprofits while complying with the requirements of the contacting organizations and local, state and federal governments. He said the contract would also allow for the coordination of training programs to meet training requirements so the volunteers could maintain their all-risk volunteer firefighter status. He advised a working committee was established last night at the Association's meeting to move this forward.

Mr. Cannizzaro said the second recommendation was to review and evaluate the current volunteer apparatus maintenance program. He said it was believed that a significant cost savings could be achieved by moving all of the maintenance to Washoe County's shop.

Mr. Cannizzaro said other suggestions included establishing a reserve firefighter program similar to those in neighboring counties and the expansion of the current campaign to attract volunteers. He discussed the issues with career versus volunteer firefighters. He noted that the volunteer program worked, and he knew of one program that graduated 49 personnel into career fire services in the past two decades.

Vice Chairperson Weber asked about the program to recruit volunteer firefighters. Mr. Cannizzaro said the program needed to be brought to the forefront like the campaign to recruit volunteers for the parks. Vice Chairperson Weber said she assumed there had been a campaign for the last six months. Mr. Cannizzaro stated Mr. Latipow had done a wonderful job in coordinating the volunteer effort. Mr. Latipow said there were 13 volunteers recruited in the last quarter. Mr. Cannizzaro explained the volunteer chiefs felt firefighting was not being mentioned as much as they would like it to be during the current volunteer campaign.

Commissioner Jung asked if the need for volunteer firefighters was profiled on the County's web site. Katy Simon, County Manager, said she did not know. Mr. Cannizzaro said he could work with Mr. Latipow on getting that done. He stated potential volunteers need to be made aware of the definite commitment required to obtain and maintain the certifications necessary to be a volunteer firefighter.

Patrick Smith, Regional Emergency Medical Services Authority (REMSA) President, discussed REMSA's and Care Flights interactions with other agencies, the history of ambulance service in the County, the creation of REMSA, and REMSA today. He said the system was unique in that both ground and air services were consolidated under one umbrella and because of the heavy hospital participation. He stated the system was a jewel that people from all over the world came to study, but it was not perfect. He said he was open to working together to make improvements. He advised he had already discussed the possibility with some of the Chief's regarding looking at medical direction to have better protocols, medical care and standardization.

Mr. Smith said regarding communications, work was being done to help determine that the appropriate resources were sent in response to a call. He explained that would ensure that the personnel and equipment were available when truly needed and would provide minimal cost savings in terms of fuel, maintenance, and wear and tear on the equipment.

Mr. Smith said he and the Chiefs were all trying to figure out ways to provide training in a way that potentially could save some money, such as using virtual training.

Commissioner Breternitz asked if training for REMSA's first responders was different than for fire EMT's. Mr. Smith explained there were different levels of EMT's and the training and recertification requirements were the same for the EMT and the EMT intermediate levels. He noted one of the challenges was trying to keep up with the fire and medical training requirements for recertification. He said if someone was not responding to calls, they would be working on some type of training.

Mike Warren, Diamante Partners, LLC Project Manager, discussed the background of the Fire and Fire-based EMS Master Plan Development Project as detailed in the memorandum dated April 28, 2009, which was placed on file with the Clerk. He provided an update on the status of Tasks 1-5 and discussed the Project's timeline.

Mr. Latipow asked if there was any direction from the Board based on the input and the updates by the consultants.

Commissioner Breternitz asked if there was updated information on the 2002 average response times. Chief Wagner said he had some new general response times and would get that information to the Board. Commissioner Breternitz asked if they were getting better. Chief Wagner replied the response times were getting better, which he attributed to the new fire stations.

Commissioner Breternitz asked for more information on fire-based EMT's and what happened at a typical accident scene when fire personnel arrived first. Chief Brown explained after the first responders arrived on the scene, they would stabilize the incident and then would work to stabilize anyone that needed medical care in preparation for transport to a medical facility. He noted NLTFPD provided the transport in the Incline Village area, and he discussed the history of NLTFPD's medical services.

Vice Chairperson Weber said today's presentation had helped her put all of the pieces together and suggested this type of presentation should also be given to the public.

Commissioner Breternitz felt it would be helpful for the consultant to look at the dispatch system if it was not already being done. Mr. Latipow said it was within the scope of the study. He stated he had made a note regarding the volunteer web site highlighting the opportunities to volunteer as firefighters. Vice Chairperson Weber felt having the web site contain an explanation of the requirements and who to contact would be helpful.

09-394 AGENDA ITEM 5

Agenda Subject: "Update on the multi-agency Countywide hazardous fuels reduction program (Sierra Fire Protection District, North Lake Tahoe Fire Protection District, Truckee Meadows Fire Protection District, Reno Fire and Nevada Division of Forestry)--Fire Services Coordinator. (All Commission Districts.)"

Kurt Latipow, Fire Services Coordinator, felt the Fuels Management Program was one of the County's golden programs because it optimized cooperation and what could be done at the local, state, and federal levels. He felt the keys to having a successful program were implementation, collaboration, and education.

12:53 p.m. Chairman Humke left the meeting.

Mike Heikka, Sierra Fire Protection District (SFPD) Battalion Chief, conducted a PowerPoint presentation regarding Washoe County's accomplishments in fuels management, which was placed on file with the Clerk.

12:55 p.m. Commissioner Jung left the meeting resulting in the lack of a quorum. On the advice of Melanie Foster, Legal Counsel, the recording of the meeting was stopped.

2:15 p.m. The Board reconvened with Commissioner Larkin absent 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:

Chairman Humke apologized for both he and Commissioner Jung being late. He stated they were summoned to attend a conference call with United States Senator Harry Reid and three federal health officials to discuss the developing swine flu crisis.

Chairman Humke acknowledged the Reno High School students who were in attendance.

Chairman Humke stated Commissioner Larkin was in Washington, D.C. in his capacity as the Chairman of the Truckee River Flood Project Coordinating Committee to talk with officials regarding the project.

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.

Chairman Humke asked if there would be any objection to moving Agenda Item 11Q to after the readings of the other Proclamations. There was no objection.

09-395 AGENDA ITEM 3

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

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

Essentials of Management Development Program

James Caughron, Safety Officer, Finance Department
Pamela Rasmussen, Library Manager, Incline Village Library

Essentials of Personal Effectiveness Program

Lynette Anninos, Office Assistant III, Assessor’s Office
Richard Dalton, Office Assistant III, Assessor’s Office
Kelli Hunt, Office Assistant III, Assessor’s Office
Lynn Sato, Office Assistant III, Assessor’s Office
Brian Stuart, Account Clerk, Treasurer's Office
David Taylor, Storekeeper, Health Department
Daniell Valerio, Investigative Assistant, District Attorney’s Office

Essentials of High Performing Teams Program

Mary Nunez, Office Assistant II, Clerk’s Office

Essentials of Support Staff Program

Lynette Anninos, Office Assistant III, Assessor’s Office
Richard Dalton, Office Assistant III, Assessor’s Office
Kelli Hunt, Office Assistant III, Assessor’s Office
Jillian Martinez, Office Assistant II, Social Services Department
Jennifer Pierce, Account Clerk, Treasurer's Office
Lynn Sato, Office Assistant III, Assessor’s Office
David Taylor, Storekeeper, Health Department

Essentials of Train the Trainer Program

Robin Albrandt, Health Educator II, Health Department
James Caughron, Safety Officer, Finance Department
Stephanie D’Arcy, Recreation Specialist, Regional Parks and Open Space
Department

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

09-396 **AGENDA ITEM 4**

Agenda Subject: “Proclamation--May 7, 2009 as National Day of Prayer (requested by Commissioner Weber). (All Commission Districts.)”

Commissioner Weber read the Proclamation. She invited everyone to attend a time of prayer that would be held in the County complex’s courtyard at noon on May 7, 2009. She noted clergy from many different denominations had attended in the past.

In response to the call for public comment, Sam Dehne said he favored the Proclamation but felt every day should be a day of prayer.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 4 be approved. The Proclamation for same is attached hereto and made a part of the minutes thereof.

09-397 **AGENDA ITEM 5**

Agenda Subject: “Proclamation--May 3-9, 2009 as National Building & Safety Week--Building & Safety. (All Commission Districts.)”

Commissioner Jung read and presented the Proclamation to Don Jeppson, Building Official. Mr. Jeppson thanked the Commission for the Proclamation. He said the last few years were tough on the construction industry, but he wanted to reassure the public that everyone was doing their part to make sure the structures the public worked, lived and played in were safe.

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 5 be approved. The Proclamation for same is attached hereto and made a part of the minutes thereof.

09-398 **AGENDA ITEM 6**

Agenda Subject: “Proclamation--May 3-9, 2009 as National County Government Week, “Greening Our Future”. (All Commission Districts.)”

Commissioner Jung read the Proclamation.

In response to the call for public comment, Sam Dehne explained good government started at the city and county levels. He said people felt they could not do

anything to affect what was happening in Washington, D.C., but he felt government was really about participating in local government meetings.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 6 be approved. The Proclamation for same is attached hereto and made a part of the minutes thereof.

09-399 AGENDA ITEM 7

Agenda Subject: “Resolution--May 3-9, 2009, supporting Nevada Wildfire Awareness Week. (All Commission Districts.)”

Commissioner Breternitz read and presented the Resolution to Ed Smith, University of Nevada Cooperative Extension Natural Resource Specialist, who worked with the Living with Fire Program. Mr. Smith explained the Nevada Wildfire Awareness Week was a collaborative effort between local, state, and federal firefighting agencies, the University, the Nevada Association of Counties (NACO), the Nevada Fire Safe Council, and 40 other organizations throughout Nevada. He said the intent of the week was to promote awareness among homeowners on how to reduce the wildfire threat and this year’s theme was “Be Ember Aware.” He invited everyone to attend the kickoff event at 11:00 a.m. on Friday at the Nevada Division of Forestry’s Western Regional Headquarters on Eastlake Blvd. in Washoe Valley.

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 7 be approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

09-400 AGENDA ITEM 11Q

Agenda Subject: “Proclamation--Month of May as Cystic Fibrosis Awareness Month (requested by Commissioner Humke). (All Commission Districts.)”

Chairman Humke read and presented the Proclamation to Ashlee Skow who was a freshman at Truckee Meadows Community College (TMCC). Ms. Skow thanked the Commission for the Proclamation. She invited everyone in the community to participate in the Great Strides Walkathon on May 30, 2009 at 8:00 a.m. at Rancho San Rafael Regional Park.

There was no response to the call for public comment.

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

Item 11Q be approved. The Proclamation for same is attached hereto and made a part of the minutes thereof.

09-401 AGENDA ITEM 9

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

Sam Dehne stated he was delighted to see the Reno High School students in the audience and the schools should send students to the Commission meetings more often. He spoke about the Manager’s statement on decorum and about freedom of speech.

09-402 AGENDA ITEM 10

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

Katy Simon, County Manager, read a statement regarding the swine flu cases in Mexico. She noted 64 cases of the flu had been confirmed in the United States, but none were in Nevada.

Commissioner Jung said during the swine flu conference call, the message was this was a rapidly developing situation. She advised they were informed during the call that sealing the border with Mexico would have no affect since the cases were non-contiguous.

Commissioner Weber noted the passing of community activist and friend, Andrea Manor. She said services would be held tomorrow and the family was requesting any gifts be made to the Nevada Humane Society. Chairman Humke discussed Ms. Manor’s service to this County and said her passing was very sad.

Chairman Humke said there were tips regarding avoiding the swine flu on the County’s web site at www.washoecounty.us/health, and he further discussed the conference call with Senator Reid.

CONSENT AGENDA – AGENDA ITEMS 11A – 11P(3)

In response to the call for public comment, Sam Dehne discussed how one vote was used to vote on the items on the Consent Agenda, but how people could still comment on the individual items.

Commissioner Weber suggested removing Agenda Item 11D from the Consent Agenda for further discussion. Chairman Humke agreed.

09-403 AGENDA ITEM 11A

Agenda Subject: “Approve minutes for the Board of County Commissioners’ meeting of February 17, 2009.”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 11A be approved.

09-404 AGENDA ITEM 11B

Agenda Subject: “Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2008/2009, 2007/2008, 2006/2007 secured and unsecured tax rolls as outlined; and if approved, authorize Chairman to execute Order and direct the Washoe County Treasurer to correct the errors [cumulative amount of reduction \$35,915.52]--Assessor. (Parcels are in various Commission Districts as outlined.)”

Katy Simon, County Manager, said Roll Change Request (RCR) No. 720F08 was removed from the list of RCR’s for approval.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 11B be approved, authorized, executed, and directed after the removal of RCR No. 720F08, Livermore Portfolio Investors, Parcel No. 400-040-13.

09-405 AGENDA ITEM 11C

Agenda Subject: “Approve appointments of Jess Traver and Steve Hamilton to the Building Enterprise Fund Oversight Committee for a four year term starting January 1, 2009--Building and Safety. (All Commission Districts.)”

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that the appointments be approved.

09-406 AGENDA ITEM 11E

Agenda Subject: “Acknowledge receipt of the Interim Financial Report for Washoe County Governmental Funds for the nine months ended March 31, 2009 - Unaudited--Comptroller. (All Commission Districts.)”

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 11E be acknowledged.

09-407 AGENDA ITEM 11F

Agenda Subject: “Accept cash donations [\$5,969.21] for the period January 1, 2009 through March 31, 2009 for the third quarter of Fiscal Year 2008/09; and if accepted, direct Finance to make appropriate budget adjustments--Senior Services. (All Commission Districts.)”

Katy Simon, County Manager, acknowledged and thanked the donors, as shown in the staff report dated April 7, 2009, for their cash donations to support Senior Services.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 11F be accepted and directed.

09-408 AGENDA ITEM 11G

Agenda Subject: “Authorize Washoe County Department of Social Services, through the Washoe County Purchasing Department, to solicit written proposals in order to select a vendor who provides automated cost allocation plan software [not to exceed \$85,000]--Social Services. (All Commission Districts.)”

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 11G be authorized.

09-409 AGENDA ITEM 11H

Agenda Subject: “Acknowledge receipt of the Report of Sale – March 25, 2009 Delinquent Special Assessment Sale--sale cancelled as all delinquencies have paid--Treasurer. (Commission Districts 2, 4 and 5.)”

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 11H be acknowledged.

09-410 AGENDA ITEM 11I

Agenda Subject: “Approve an Addendum to assign the Agreement for a Weighted Case Load Study for Washoe and Clark Counties, Nevada, from The Spangenberg Group to George Mason University; and if approved, authorize Chairman to execute Addendum--Manager. (All Commission Districts.)”

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 11I be approved, authorized, and executed.

09-411 AGENDA ITEM 11J

Agenda Subject: “Accept the resignation of a member of the Organizational Effectiveness Committee (Pat O’Hair) and appoint Diane M. Machen, as a representative of the Washoe County Bargaining Units, to the Organizational Effectiveness Committee with a term to begin April 28, 2009--Management Services. (All Commission Districts.)”

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that the resignation be accepted and the appointment be approved.

09-412 AGENDA ITEM 11K

Agenda Subject: “Acknowledge receipt of Truckee River Flood Management Project Status Report for March 2009--Truckee River Flood Management Project. (All Commission Districts.)”

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 11K be acknowledged.

09-413 AGENDA ITEM 11L

Agenda Subject: “Retroactively approve an Independent Contractor Agreement between the County of Washoe and JRJ Nevada LLC to provide risk management services for the period January 1, 2009 to June 30, 2009 [total amount not to exceed \$60,000] and approve extending the Agreement for the period July 1, 2009 to June 30, 2010 (total amount not to exceed \$60,000); and if approved, authorize Chairman to execute the Agreement--Finance. (All Commission Districts.)”

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 11L be approved, authorized, and executed.

09-414 AGENDA ITEM 11M

Agenda Subject: “Authorize Amendment No. 1 to Cooperative Agreement No. PR164-08-805 between the County of Washoe and State of Nevada (Department of Transportation) extending the termination date from June 30, 2009 to December 31, 2009 for a grant in the amount of \$74,256 [20% cash/in-kind match from WC-1

Bond - \$18,673 - required] from the National Scenic Byway Program, through the Federal Highway Administration for the Mt. Rose Scenic Byway Interpretive Project at the Galena Creek Recreation Area (Day Use); and if approved, authorize Chairman to execute Amendment No. 1 to Cooperative Agreement and authorize Regional Parks and Open Space Director to sign all subsequent documents and reports associated with this grant--Regional Parks and Open Space. (Commission District 1.)”

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 11M authorized, approved, and executed.

09-415 AGENDA ITEM 11N(1)

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

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 11N(1) be approved, authorized, and executed.

09-416 AGENDA ITEM 11N(2)

Agenda Subject: “Approve expenditures for food purchases and incentives/enablers for the Tuberculosis CDC Control and Elimination Program Grant (IN 10016) [budgeted amount is \$2,420, not including the 10% categorical funding adjustment allowed by the grantor]. (All Commission Districts.)”

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 11N(2) be approved.

09-417 AGENDA ITEM 11O(1)

Agenda Subject: “Accept Supplemental Grant Awards [\$5,740 - no County match required] for overtime for Fiscal Year 2009 Joining Forces Program from the Nevada Office of Traffic Safety; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts.)”

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 11O(1) be accepted and directed.

09-418 AGENDA ITEM 11O(2)

Agenda Subject: “Approve sole source furniture purchase and installation [\$93,141.89] from Reno Business Interiors to be used in the Cyber Crimes/Cyber Attack Unit, a section of the Northern Nevada Counter Terrorism Center (purchase reimbursed by Department of Homeland Security Grant Funds awarded to Washoe County Sheriff’s Office). (All Commission Districts.)”

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 11O(1) be approved.

09-419 AGENDA ITEM 11P(1)

Agenda Subject: “Approve and authorize the Chairman to execute the Water Rights Deed and associated Agreement between Wal-Mart Stores, Inc. and Washoe County, transferring 24.115 acre-feet of groundwater rights in support of future commercial development in the Lemmon Valley area; and, direct Water Rights Manager to record both documents. (Commission District 5.)”

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 11P(1) be approved, authorized, executed, and directed.

09-420 AGENDA ITEM 11P(2)

Agenda Subject: “Approve and authorize Chairman to execute the Water Rights Deed between Washoe County and Flying Diamond Ranch, LLC reconveying 18.18 acre-feet of groundwater rights located in the South Truckee Meadows area. (Commission District 2.)”

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 11P(2) be approved, authorized, and executed.

09-421 AGENDA ITEM 11P(3)

Agenda Subject: “Approve and authorize the Chairman to execute the Water Rights Deed and associated Agreement between Four Seasons RV Park and Washoe County transferring 12.44 acre-feet (4.052 million gallons annually) of groundwater rights in support of future development in the South Truckee Meadows area; and, direct Water Rights Manager to record both documents. (Commission District 2.)”

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 11P(3) be approved, authorized, executed, and directed.

Agenda Subject: “Authorize Chairman to execute Resolution pursuant to NRS 278.0272(7) to sponsor amendment of the Regional Utility Corridor Report, a part of the Truckee Meadows Regional Plan, for the creation of a new Utility Corridor and related utility sites from Virginia Peak in the Pah Rah Range along the eastern side of the Warm Springs Valley to the Tracy Power Plant as identified in Exhibit A--Community Development. (Commission District 4.)”

In response to the call for public comment, Dennis Goodsell indicated the Virginia Peak Wind Company, LLC (VPW) was not a public utility as defined by Nevada Revised Statutes (NRS). He said that meant the company could not legally use either of the proposed routes shown in Exhibit A contained in the staff report dated April 8, 2009, without first obtaining easements from all of the property owners along one of the two routes. He noted not all of the easements necessary to establish a final route had been obtained, which was a prerequisite to the approval of the Special Use Permit by the Planning Commission. He read from page 13, paragraph 5 of the staff report. He indicated the Commission should not endorse the creation of a new utility corridor based on speculation by private enterprise, and he discussed the intent of the standards set forth in the Regional Utility Corridor Report (RUCR).

Cathy Glatthar explained there was an existing utility corridor just east of the proposed Virginia Peaks route. She said the planned expansion of the U.S. Geothermal facility might require upgrading the existing transmission line and using this existing corridor had not been mentioned. She stated if using the existing corridor was not feasible, why not explore an alternative that would meet the RUCR guideline to consider the best interests of the community. She discussed the issues with the proposed VPW Utility Corridor including it being sized to satisfy potential long-term maximum build-out requirements and other projects having to collocate within the corridor, which would cause the expansion of the corridor and the upgrade of the infrastructure. She said the RUCR procedures must be followed and both the Empire Farms to Tracy Corridor and the Ridgeline’s Transmission route were serious alternatives that must be explored. She advised the Board should reject sponsorship of VPW’s RUCR amendment.

Bob Stadtmiller said Wilcox Ranch Property Owners Association (POA) consisted of 85 homes and properties on private roads. He stated VPW never met with the POA to discuss the property owners’ concerns regarding the transmission-line towers. He said a vote was taken by a quorum of the POA members, which was 43 to 7 against the project. He advised those property owners opposed to the project stated they would not grant easements. A copy of the map showing those property owners in opposition (indicated in yellow) was placed on file with the Clerk.

Hugh Ezzell advised he was in favor of the project. He felt people should not delude themselves that they could keep power lines out of the valley forever. He said power lines would occur wherever there was development and development was starting to occur in the valley.

Trevor Lloyd, Senior Planner, said the Planning Commission approval was appealed to the Board on February 13, 2009, but was subsequently dropped by the appellant and was the reason the project was not being heard. He stated what was before the Board today was a request to initiate a public hearing process. He explained the entire project would have to come back to Regional Planning for conformance approval following an amendment to the RUCR because this was a project of regional significance.

Commissioner Breternitz asked how acquiring the right-of-ways figured into the approval process. Mr. Lloyd said the easements had to be acquired prior to the issuance of any grading or building permits.

Commissioner Weber felt this item should be brought back for discussion because Commissioner Larkin was not here.

On motion by Commissioner Weber, seconded by Chairman Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 11D be continued until the May 12, 2009 meeting.

3:18 p.m. The Board convened as the Board of Fire Commissioners for the Sierra Fire Protection District (SFPD) with Commissioner Larkin absent.

4:16 p.m. The Board adjourned as the SFPD Fire Commissioners and convened as the Board of Fire Commissioners of the Truckee Meadows Fire Protection District (TMFPD) with Commissioner Larkin absent.

4:22 p.m. The Board adjourned as the TMFPD Fire Commissioners and reconvened as the Board of County Commissioners with Commissioner Larkin absent.

BLOCK VOTE – AGENDA ITEMS 14-19, 21, AND 22

09-423 AGENDA ITEM 14

Agenda Subject: “Recommendation to award Washoe County Bid #2682-09 for Landscaping Maintenance and Snow Removal Services to the lowest, responsive, responsible bidder National Landscape, [estimated annual amount \$155,000] on behalf of the Washoe County Regional Parks and Open Space Department and Public Works; and if awarded, authorize Acting Purchasing and Contracts Administrator to execute an agreement with National Landscape for one year (May 1, 2009 through April 30, 2010), with an option for two additional one-year renewal periods, at the discretion of Washoe County--Purchasing. (All Commission Districts.)”

There was no response to the call for public comment.

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

09-424 AGENDA ITEM 15

Agenda Subject: “Recommendation to award bid for the Sheriff’s Office Northern Nevada Counter Terrorism Center Emergency Generator purchase and installation project to the lowest responsive and responsible bidder (staff recommends Building Solutions LLC) [\$139,375]; and if awarded, authorize Chairman to execute the contract documents--Public Works. (All Commission Districts.)”

There was no response to the call for public comment.

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

09-425 AGENDA ITEM 16

Agenda Subject: “Recommendation to approve Amendment #1 to Contract between the County of Washoe (Sheriff’s Office, Forensic Science Division) and State of Nevada (Department of Public Safety), concerning provision of laboratory and field services by Sheriff’s Office to Department of Public Safety for the term July 1, 2009 through June 30, 2011 [estimated income \$222,813 for Fiscal Year 2009/10 and \$233,954 for Fiscal Year 2010/11]; and if approved, authorize Chairman to execute Amendment #1--Sheriff. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 16 be approved, authorized, and executed. Amendment #1 for same is attached hereto and made a part of the minutes thereof.

09-426 AGENDA ITEM 17

Agenda Subject: “Recommendation to approve Amendment #1 to Contract between the County of Washoe (Sheriff’s Office, Toxicology Services Division) and State of Nevada (Department of Public Safety), concerning provision of toxicology services by Sheriff’s Office to Department of Public Safety for the term July 1, 2009 through June 30, 2011 [estimated income \$120,000 for Fiscal Year 2009/10 and \$120,000 for Fiscal Year 2010/11]; and if approved, authorize Chairman to execute Amendment #1--Sheriff. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 17 be approved, authorized, and executed. Amendment #1 for same is attached hereto and made a part of the minutes thereof.

09-427 AGENDA ITEM 18

Agenda Subject: “Recommendation to approve an Interlocal Cooperative Agreement for Reimbursement between the County of Washoe (Department of Water Resources) and the Regional Transportation Commission of Washoe County for the replacement of a 14-inch water line and appurtenant facilities along Pembroke Avenue [not to exceed \$1,304,700]; and if approved, authorize Chairman to execute Agreement--Water Resources. (Commission District 2.)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 18 be approved, authorized, and executed. The Interlocal Cooperative Agreement for same is attached hereto and made a part of the minutes thereof.

09-428 AGENDA ITEM 19

Agenda Subject: “Review Water Rights Application 76054 proposing to change the point of diversion of 14.156 acre-feet of water from Glenbrook Creek located in Douglas County to Lake Tahoe in Washoe County; and, authorize Chairman to recommend approval of the subject application to the Nevada State Engineer--Water Recourses. (Commission District 1.)”

There was no response to the call for public comment.

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

09-429 AGENDA ITEM 21

Agenda Subject: “Recommendation to approve Modification No. 2 to Challenge Cost Share Agreement #06-CS-11041701-053 between the County of Washoe and United States Department of Agriculture (USDA) Forest Service (Humboldt-Toiyabe National Forest) retroactive to January 1, 2009, finalizing the joint development of the Galena Creek Recreation Area facilities [estimated total development cost \$3,901,608--WC-1 bond and grant contributions \$1,525,906]; approve USDA Forest Service Special Use Permit for management of the Galena

Creek Recreation Area; and if all approved, authorize Chairman to execute Modification No. 2--Regional Parks and Open Space. (Commission District 1.)”

There was no response to the call for public comment.

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

09-430 AGENDA ITEM 22

Agenda Subject: “Recommendation to accept grant [\$129,428, cash match of \$32,357 from WC-1 Bond required] from the National Scenic Byway Program, through the Federal Highway Administration and Nevada Department of Transportation, for the Mt. Rose Scenic Byway Interpretive Project at the Galena Creek Recreation Area; and if accepted, authorize Chairman to execute the Cooperative (Local Public Agency) Agreement between the County of Washoe and State of Nevada (Department of Transportation), authorize the Regional Parks and Open Space Director to sign all subsequent documents and reports associated with this grant, authorize Finance to make appropriate budget adjustments, and further authorize the Regional Parks and Open Space Department to request proposals for selection of a qualified consultant to design, fabricate and install interpretive exhibits at the Galena Creek Visitor Center--Regional Parks and Open Space. (Commission District 1.)”

There was no response to the call for public comment.

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

09-431 AGENDA ITEM 20

Agenda Subject: “Recommendation to acknowledge the recognition from The Trust for Public Land and the National Association of Counties for the County Leadership in Conservation Award given to Washoe County for their Open Space and Natural Resource Management Plan and acknowledge the efforts of Lynda Nelson, Washoe County Regional Parks and Open Space Planning Manager, and Bill Whitney, Washoe County Community Development Senior Planner, for their outstanding contributions and leadership in the development of the Regional Open Space and Natural Resource Management Plan--Regional Parks and Open Space. (All Commission Districts.)”

Lynda Nelson, Regional Parks and Open Space Planning Manager, thanked the Board, the Stakeholder Advisory Committee, the Science Review Team, the County Manager and staff for their support in the development of the Regional Open Space and Natural Resource Management Plan. She said she was proud and thankful to be receiving this award.

Bill Whitney, Community Development Senior Planner, thanked the Commission for providing the funding for the contract for the consultant, Parametrix, who assisted with the development of the Plan. He advised they were especially helpful in the areas of citizen participation and meeting management. He thanked the Truckee River Flood Management Project, the Trust for Public Land (TPL) and the National Association of Counties (NACo) for bestowing this national award on Washoe County. He also thanked the individual members of the Stakeholder Advisory Committee and the Science Review Team for the time they expended to help develop the Plan. He noted what a pleasure it was working with Ms. Nelson on the project.

Commissioner Weber read and presented the plaque from NACo to Ms. Nelson and Mr. Whitney. She noted she accepted the plaque on behalf of the County at the annual Legislative Conference in Washington D.C. on March 7, 2009.

09-432 AGENDA ITEM 23

Agenda Subject: “Possible status report and direction to staff of Fiscal Year 2009/10 budget--Finance. (All Commission Districts.)”

Katy Simon, County Manager, advised there was nothing new to report on the Fiscal Year 2009/10 budget.

09-433 AGENDA ITEM 24

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--Government Affairs. (All Commission Districts.)”

Katy Simon, County Manager, advised the bill for the proposed 4 cent redirection was dropped yesterday, but that issue was being worked very aggressively. She noted Dan Burk, Registrar of Voters, was testifying against the bill that would move the Primary Election back to June.

09-434 AGENDA ITEM 30

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).”

None of the Commissioners had any reports or updates at this time.

4:35 p.m. The Board recessed.

4:36 p.m. The Board reconvened with Commissioner Larkin absent.

Chairman Humke reopened Agenda Item 24 for public comment.

Bill Fine discussed why he supported the ward voting bill, which would change how votes would be cast for city council members.

4:39 p.m. The Board recessed until 6:00 p.m.

6:09 p.m. The Board reconvened with Commissioner Larkin absent.

09-435 **AGENDA ITEM 25**

Agenda Subject: “Discussion and possible direction to staff on implementing one or more methods to make Citizen Advisory Boards more efficient and less costly; methods selected may include, but are not limited to: combining and/or eliminating one or more Boards, reduction of Board meeting frequency, creating joint meetings with other Boards and possibly other citizen engagement groups, mandated maximum meeting duration lengths, dissemination of reports and updates by electronic media, modification to recording secretarial services, reduced staff involvement with Boards, and/or creation of other types of citizen engagement forums—Community Development/Community Relations. (All Commission Districts.)”

6:09 p.m. Bob Webb, Planning Manager, said staff was requesting direction on implementing one or more of the methods outlined in the staff report dated April 2, 2009 to make Citizen Advisory Boards (CAB’s) more efficient and less costly to operate. He discussed the contents of the staff report, which included CAB information on budget costs, restructuring and community forums, CAB member comments on the options, CAB background information, and notes from the April 1, 2009 Incline Village/Crystal Bay CAB meeting concerning civic engagement.

Mr. Webb noted in addition to the updates provided on page 6 of the staff report, the Warm Springs CAB would be discussing changing its monthly meeting to every other month and the Galena-Steamboat CAB voted to leave the CAB with its current monthly meeting schedule rather than dissolving.

In response to the call for public comment, Sarah Chvilicek, North Valleys CAB Chair, said she felt it was important for government to be more transparent, which would not be supported by eliminating the CAB’s. She could support holding community forums, but she felt they should not be seen as a replacement for the CAB’s. She asked the Board to consider modifying the CAB structure, reducing meetings, and combining CAB’s.

Roy King, Galena-Steamboat CAB member, said the people of the Galena-Steamboat CAB did not want to combine with another CAB because they felt their area was unique.

Donna Peterson felt the local CAB's were an essential part of the community's democratic process and were the appropriate venue for citizens to be advised of proposed neighborhood issues. CAB meetings allowed issues to be heard, for citizens to voice their concerns, for the issues to be discussed and consolidated, and for clear summaries and recommendations to be passed along to appropriate County staff or the Commission. She felt eliminating the CAB's would take more staff and Commission time to hear issues that were better defined at the CAB, and she felt that County representation was not required at every meeting. She felt having CAB members living in the area they were representing was a critical part of the CAB's effectiveness and, if consolidation was considered, only areas with similar concerns and issues should be consolidated. She agreed the Galena-Steamboat CAB was unique and should remain independent.

Bob Parker, Galena-Steamboat CAB Vice Chair, advised the area's citizens wanted the meetings to be held every month because people tended to forget the schedule if the meetings were held every other month.

Gene Brockman, Incline Village/Crystal Bay CAB Chair, explained the CAB members started looking at making the CAB more than what it currently was. He advised the members felt the one-size-fits-all approach was not the appropriate approach for making changes and a CAB's use and function should be tailored to fit the community in which it operated. He said issues were considered at the CAB meeting with virtually no one in the audience unless they were a party to one of the agenda items. He advised the CAB meetings were being coordinated with Commissioner Breternitz's monthly meeting. He discussed Incline Village's size and its lack of a municipal government. He noted Incline Village received excellent service from the County and from the Incline Village General Improvement District (IVGID), but the things that go with town governance were missing, such as a sense of community and a voice that represented the community in the larger scene. He felt the CAB occupied a niche that was unoccupied at present. He urged the Board to keep the Incline Village/Crystal Bay CAB the way it was.

Bob Ackerman, Galena-Steamboat CAB member, strongly favored retaining the Galena-Steamboat CAB because it was the area's voice to the County. To merge it with another CAB would dilute the ability of the area's citizens to effectively communicate. He felt any money spent on the CAB's would be well spent if it improved communications with the County.

Chairman Humke closed public comment.

Commissioner Jung agreed that there should not be a one-size-fits-all approach because there could not be a policy that would fit across the whole County. She

said the point was not to cut off citizen communication, but to be more efficient regarding that communication.

Commissioner Jung said she liked some of the ideas proposed by the CAB members. She felt staff would have to look at the CAB's that were not attended and see if there were any attendance trends. She indicated another idea was to discontinue the CAB's for the summer and start up again with the start of the school year. She believed staff was on the right track, but what was done would have to be very individualistic.

Commissioner Jung noted the Central CAB was in favor of disbanding because it was located within the City of Reno. She said if the Central CAB disbanded she indicated she would do what she could to get them on other County or City boards and commissions. She was aware some of the CAB's did not want to change, but suggested changes could be done on a trial basis. She noted she wanted the Central CAB to be a suspension instead of a permanent dissolution.

Commissioner Breternitz felt some changes needed to be made based on the budget situation and on his observations of the CAB's over the last few months. He noted he was leaning towards the geographic region idea because there were some specific differences between the regions in the County. He thought having eight regions made sense, but with proper board representation on the eight CAB's the citizens' voices could be heard. He also thought it made sense to keep the monthly meetings and it would be more effective and fiscally responsible to do that for eight CAB's rather than the current 15 CAB's.

Commissioner Breternitz felt that electronic means of communication should be used as much as possible for mailings and distributing agendas. He also felt the Community Outreach Coordinators (COC's) should participate in the CAB meetings only if the Commissioner could not attend.

Commissioner Breternitz indicated the standing reports were a great opportunity for feedback, but for at least six months he would like to see those reports submitted in writing and only have departments, such as the Sheriff's Office, make presentations on something different than on a monthly basis. He suggested the agendas should place an emphasis on some of the big issues facing the County and the CAB's particular area. Not only when a project was coming up, but at a very early stage so the Board could get an idea what the people were thinking. He felt the CAB's provided a valuable portal into the County and from the County to the community, but he did not believe that opportunity was being taken advantage of as much as it could be.

Commissioner Weber said she was an advocate of the CAB's because they could be stepping stones for citizens to other positions within the County. She felt the Commissioners knew best what their districts and CAB's should do. She felt the budget had to be weighed and then the Commissioner should sit down with the CAB to see what could be done. She noted the Cold Springs and North Valleys CAB's had already made the decision to merge. She advised there had been a decrease in citizen involvement in

the CAB's and there were not as many issues coming up right now. She felt much of what had to be done could be e-mailed to the CAB members.

Commissioner Weber explained a district CAB would work well for her district because the CAB's in her district all had separate issues. She felt someone could send out general information and agreed that the COC's should only attend the CAB meeting if a Commissioner could not. She noted Commissioner Larkin had suggested quarterly CAB meetings, but she felt that was too long between meetings because it could be difficult to keep people on track and could cost more to keep people informed of the meeting's schedule. She said the County would have to rely on using the Internet, e-mail, and people being responsible for keeping track of the meetings themselves. She said she was willing to go back to her CAB's to work on reducing the number of meetings and to work with the COC's on ways to do things more efficiently.

Chairman Humke said he was intrigued by the community forum idea mentioned in the staff report. He said he was aware of the dissatisfaction of CAB members when someone came up with a good idea and they were informed it was not agendaized. He stated there was a necessity to capture those types of comments. He said community forums were a good idea to provide information to the public regarding ballot issues.

Chairman Humke noted the Cities had done so much annexation that there were fewer development projects coming before the CAB's in the unincorporated area. He suggested maybe every other month would be a way to manage this issue downstream. He noted the costs to the County for secretarial services and regular staff were easy to quantify, but it was difficult to quantify the cost for other staff who attended the CAB meetings occasionally to provide information.

Commissioner Weber said the Sun Valley CAB was willing to do their meeting on their own instead of under the auspices of a CAB. Mr. Webb advised the Open Meeting Law had to be adhered to if there was a board appointed by the Commission. He said the only way they could meet without having Open Meeting Law issues would be in a community forum type situation where there would be no appointed members. He also advised the CAB's did not have to meet to dissolve because they were creations of the Commission. He said the Commission could direct a CAB to dissolve by resolution and could direct when the CAB's would meet. He said the CAB's bylaws had a three step process for changing meeting dates to allow time for the Commission to be notified the CAB was taking that action, but the Commission could disagree with that action.

Commissioner Weber stated she wanted the opportunity to meet with the Sun Valley CAB before making a decision.

Commissioner Weber asked if the other Commissioners would favor the CAB's meeting every other month unless the CAB chose to go longer between meetings and only having the COC's attend if a Commissioner could not attend.

Commissioner Breternitz felt the regularity of holding monthly meetings was important and a scattered schedule would not be as effective. He said he was still considering consolidating some of the CAB's and keeping the same number of board members as there was for the individual CAB's. He said that would allow the citizens who wanted to comment to speak to people who understood their point of view because their representatives would be still sitting on the CAB. He felt the concerns people had about their area's local character could be answered by the creative composition of the boards and by combining them based on the geographic suggestion in the staff report.

Chairman Humke felt there was considerable resistance in his district to combining some of the CAB's. He suggested instead of having a CAB meeting that the members convene once a quarter in a community forum with the Commissioner attending to discuss ideas not tied to a variance or a development plan discussion. Commissioner Jung asked if Chairman Humke was suggesting maintaining the status quo, but each commission district would hold a community forum once a quarter for sharing information. She asked how that would achieve any cost savings. Chairman Humke said it would preserve the monthly meetings, which citizens felt were important, but he was not sure it would cut secretarial costs. He noted he saw staff shake their heads no.

Commissioner Jung made a motion to direct staff to come back with a feasibility analysis based on today's feedback, which would take into consideration equity of services and staffing for each district. She said this should be looked at in a way that would not be a one-size-fits-all blanket policy, but would take into consideration the individuality and character of each CAB. She stated it should also show a true cost savings and should free up the COC's to do more of the grassroots type of communication with citizens. She felt these changes should be a temporary solution until the financial situation improved or a need arose. There was no second to the motion.

Chairman Humke asked if the CAB's budget reduction target was met. Mr. Webb said the CAB's contributed to Community Development's meeting its overall budget reductions. He said the CAB's hard costs that actually came out of Community Development were trimmed as much as they could be without reducing CAB meeting frequency or reducing the number of CAB's. He advised the recording secretaries contracts were being cut in half with staff picking up preparing the agendas, and he discussed the impact of doing that with the staffing cuts happening.

Commissioner Breternitz asked if would be possible for Mr. Webb to come back with what could be done with money allocated to the CAB program based on the comments made tonight. Mr. Webb replied he would do that analysis and come back with some options.

Commissioner Weber asked if there was some way each Commissioner could work with their CAB's and then meet with Mr. Webb to give him an idea which options the CAB's were interested in considering.

On motion by Commissioner Breternitz, seconded by Commissioner Weber which motion duly carried with Commissioner Larkin absent, it was directed that Mr. Webb come up with some scenarios based upon the budget and to hold discussions with the Commissioners so they could relay their ideas to staff about what would work best for each CAB in their district so a plan could be put together to move this issue forward.

Kathy Carter, Community Relations Director, asked if the Board wanted staff to come back with the recommendation by individual CAB or by individual District. Commissioner Breternitz explained his motion was that there would be a certain number of options of what could actually be done based on the budget and on each Commissioner's opinion regarding what would best fit their districts. Ms. Carter said she was hearing by district. Chairman Humke agreed by district.

PUBLIC HEARINGS

09-436 AGENDA ITEM 29

Agenda Subject: "Comprehensive Plan Amendment Case No. CP05-005 (Forest Area Plan)--Community Development. To refer the Forest Area Plan to the Planning Commission, or adopt an amendment to the Forest Area Plan, a part of the Washoe County Comprehensive Plan, by replacing the existing Forest Area Plan with a revision of the Forest Area Plan, establishing updated goals and policies relating to Land Use, Transportation, Scenic, Recreational and Cultural Resources, Natural Resources (Air, Land and Water), establishing minimum architectural and site design standards, amending the Land Use Plan map to reflect certain land use changes within proposed character management areas; and establishing an updated map series to include a Land Use Plan map, Character Management Plan map, Recreational Opportunities Plan map, Public Services and Facilities Plan map, Streets and Highways System Plan map, and Development Suitability map. (Changes to the Land Use Map include: APN: 045-252-11 from General Rural, Open Space, High Density Rural, and Parks & Recreation to Medium Density Suburban, Open Space and Low Density Suburban; APN: 148-070-20 from Medium Density Rural to High Density Rural; APN: 148-070-10 from General Rural to High Density Rural; APN's: 148-070-17 & 18 from General Rural and Medium Density Rural to High Density Rural; APN's: 150-080-01 and 150-090-02 from Open Space to General Rural; APN: 049-402-07 from General Commercial to Neighborhood Commercial; APN: 49-402-02 from Medium Density Suburban to Neighborhood Commercial; APN: 49-402-01 from Medium Density Suburban to General Rural and Neighborhood Commercial; APN's: 150-013-02 & 03 from General Rural to Neighborhood Commercial and Open Space; APN's: 046-190-06, 07, 10, 11, 12, 13, 14, 16 & 17 from General Rural to Medium Density Rural, General Rural and Low Density Suburban; APN: 047-130-33 from General Rural to High Density Rural; APN: 047-161-08, 09, 11, 12 and 13 from Medium Density Suburban to Neighborhood Commercial; APN: 047-161-06 & 07 from Medium Density Suburban and General Rural to Neighborhood Commercial; 047-162-25 from Low Density Suburban to Medium Density Suburban and APN: 048-112-09 from Parks and Recreation to

Parks and Recreation and Tourist Commercial) and, authorize the Chairman to sign the Resolution upon a finding of conformance with the Truckee Meadows Regional Plan by the Regional Planning Commission. (Commission District 2).”

7:11 p.m. Chairman Humke opened the public hearing.

Trevor Lloyd, Senior Planner, conducted a PowerPoint presentation that covered the previous actions taken regarding the Forest Area Plan, the background of the public process, the referral process, the 13 topics identified for referral to the Planning Commission, the determination of issues, County Commission options, possible motions and findings. A copy of the presentation was placed on file with the Clerk.

Mr. Lloyd said the Board’s direction at the January 27, 2009 meeting was for staff to go out into the community to solicit comments, consolidate any comments, and to report back to the Commission with a possible list of referral options. He discussed the process used to arrive at the options, and noted the specific language associated with the 13 topics was contained on pages 4-7 of the staff report dated April 8, 2009.

Mr. Lloyd said in addition to comments made at the community meetings, staff received a citizen document entitled “Supplemental Motion for CP05-005, Forest Area Plan,” which was attached to the staff report. He advised staff was taking a lot of heat for not incorporating it into one of the motions verbatim, but staff spent significant time going over the document. He noted 50 percent of the concerns and the items listed in the document were incorporated into the list staff prepared. He stated many of the concerns raised in the document were not clear or specific, were already in the Forest Area Plan, were not applicable to the Forest Area Plan or were not legal.

Mr. Lloyd said there were three options available to the Board of County Commissioners (BCC): 1) Send the Plan back to the Planning Commission with specific requests, pages 4-7, 2) adopt the Forest Area Plan with the four findings, and 3) reject the updated Plan. He advised the current Plan would remain in affect until it was amended.

After further discussion regarding the motions and the citizen’s supplemental motion, Chairman Humke asked which timeframe would be appropriate. Mr. Lloyd replied 45 days was not enough time for it to be agendized and returned by the Planning Commission for a meeting with the BCC. He advised 60 days would be the minimum amount of time necessary to do all that and that would be cutting it close.

In response to the call for public comment, Floyd Rowley spoke in favor of adopting the amendment to the Forest Area Plan.

Jim Dunn placed a list of residents who supported the Plan on file with the Clerk. He felt legitimate issues should be addressed during the development process to the satisfaction of the community and County regulations.

Hugh Hempel, discussed the public process involved in creating the Matera Ridge Project.

Bill Thomas, on behalf of Mt. Rose Ski Tahoe, said they supported item 2 on page 4 of the staff report. He said if the Plan was adopted, there was an inconsistency between the Land Use Map approved by the Planning Commission and the text of Policy F.4.1. He felt the Map referenced what the Planning Commission intended and the text should be modified to reflect the Map.

John Kurpotic, KLS Planning on behalf of the Galena Gateway Planning team, said nine of the 13 points would be addressed during other levels of review and the other points had no place in responsible planning. He said only having one commercial project was no way to do planning and his team had come up with a commercial project in the middle of the Plan that would serve the residents.

Garrett Gordon, on behalf of Zahler Enterprises' Galena Gateway Project, discussed why he felt it was a mischaracterization to say the public process was flawed and there was no compromise.

Melissa Lindell, Wood Rogers representing Mr. and Mrs. Gourley, said the Gourley's land was overlooked in the Plan and would remain as General Rural (GR). She discussed her request to re-designate portions of the property to Low Density Suburban (LDS). She said that change would not give the Gourley's any guarantee because they would still have to do a Tentative Map and go through the whole process. She said the Gourley's wanted the same density as St. James Village, which would equate to 26 lots on 80 acres. She advised the noticing was legal and the request was reasonable, and the Board should move forward with the Forest Area Plan.

Mary Pat Zahler discussed the public process and the benefits of the Galena Gateway Project.

Brett Scolari on behalf of Matera Ridge Project, said the 400 pound gorilla in the Plan was the land use changes. He discussed the changes to the Regional Plan that included the Matera Ridge Project in the Truckee Meadows Service Areas (TMSA) and the Land Use and Transportation Element. He noted staff had to balance issues between the neighborhood, the landowners and developers, and the policies. He urged the Board to support the amendment to the Forest Area Plan.

Dian Vander Well, District 5 Planning Commissioner and Forest Area Plan Subcommittee Chair, discussed the Forest Area Plan subcommittee and the community meetings. She felt the developers would request annexation by the City of Reno if the Plan was not approved, which would mean the County would lose income from many sources that the residents in the unincorporated areas depended on.

The following citizens spoke in favor of sending the Forest Area Plan back to the Planning Commission: Bob Ackerman, Jim Dolian, Donna Peterson, Lee Dunn,

Jeff Church, Virginia McLaughlin, Karen Mullen, Tom Carpenter, Todd Ciesko, Vicki Bischoff, Ross Baker, Chris Kurnic, Kathy Bowling, Cassandra Joseph, Caroline Lowman, Ken Taylor, Wade Jenkins, Jane Grossman, David Joseph, Randy Swan, Nick Lancaster, Peter Honebein, Davyd Pelsue, Douglas Connors, and Eileen Callahan. Their concerns included growth, fire protection, water, improper noticing of Gourley property rezoning, issues with the specific plan, density, protecting the Mt Rose Scenic Corridor, lack of community support, schools, already existing empty lots and surplus housing, community input being ignored, the lack of compromise by the developers, area wells going dry, excluding hobby livestock, problems with the process, the large increase in density of Matera Ridge Project, and the lack of egress in case of fire danger.

Beth Honebein discussed never being told by staff that half of the items in her proposed motion presented to the BCC were illegal. She requested the BCC send the Forest Area Plan back to the Planning Commission because the Plan had inconsistencies. She discussed the development of the Forest Service land, which she felt would happen once the Plan was adopted.

Paul Olson stated he owned property in the area, which was initially included in the Matera Ridge Plan but was later removed. He asked his property be returned to its original LDS zoning. He felt no reasonable planning basis existed to deny his request given staff's recommendation regarding zoning on the Matera Ridge property. He also felt he should not be forced to use the Comprehensive Planning Amendment process to amend his zoning while Matera Ridge was exempt from that costly and time-consuming process. He requested the BCC return the Plan to the Planning Commission with instructions to review his request.

Greg Evangelatus, representing Mr. Scott Spittler, said he acknowledged the challenge the County and the community had in trying to reach an accommodation that was balanced and equitable. He said the citizens wanted growth control and the people with developable lands wanted some predictability in terms of future development. He said Mr. Spittler's property was zoned GR and the surrounding properties were all one unit per acre. He understood the Comprehensive Plan Amendment process existed, but would prefer it be considered now in the referral back to the Planning Commission.

Ginger Pearce, Galena Steamboat Citizen Advisory Board (CAB) Chair, spoke in opposition to adopting the Forest Area Plan and placed a copy of her statement, color photos, and the Map 2: Development Concept – Utility Corridor document on file with the Clerk.

Mr. Honebein, Ms. Peterson and Ms. Bowling placed signed petitions on file with the Clerk that supported sending the Forest Area Plan back to the Planning Commission. Ms. Mullen submitted a letter from Ronald and Judith Ethridge in favor of sending the Forest Area Plan back to the Planning Commission and she noted she was also speaking for a number of other people. Ms. McLaughlin placed a copy of her remarks on file with the Clerk.

Meg Kent read a statement by her daughter, Abigail Ken, opposing the Plan.

Chairman Humke said he received a phone call from a Mr. Carrier requesting the Plan be sent back to the Planning Commission.

Chairman Humke closed the public hearing.

Chairman Humke made a motion choosing Option 1, which was to refer the Forest Area Plan back to the Planning Commission, using the 13 bullet points as the guiding principles, and using the citizen group's 17 page supplemental motion for the Forest Area Plan as applicable. He requested the Planning Commission evaluate all noticing requirements and how each parcel or project was included in the Forest Area Plan. He directed the Planning Commission return their work product within 60 days of this hearing to the BCC.

Chairman Humke stated the logic behind his proposed motion was that the BCC had asked that this Plan be sent back to the Planning Commission on January 27, 2009, where the BCC directed staff to work with the community to determine specific issues that could be referred back to the Planning Commission for review. He felt there was also a fairness issue because two property owners, Paul Olson and Scott Spittler, felt they were treated in a disparate fashion. He said they were not treated like the other landowners because they were not included in the Plan. He stated he told a number of property owners that he did not like that area plan updates were used for specific projects because it was unfair and this was an example of that unfairness. He felt those two property owners should have their zoning considered due to the adjacent zoning of other similarly situated properties.

Commissioner Jung seconded the motion for discussion. She believed the majority of the 13 items would be putting the cart before the horse even though they had great merit in terms of the land use code or ordinance changes for how all of Washoe County was treated. She noted some of the other items would not be considered during the planning process until the Tentative Map stage. She felt the items should be narrowed down to what the Planning Commission could consider and to request the modification of the text as addressed by Mr. Thomas.

Chairman Humke said Commissioner Jung seconded his motion, but she could amend his motion. Commissioner Jung said she would like to amend the motion because she felt it would help the Planning Commission get their arms around this. She thought it would also help the public focus on the processes as they occurred, such as lot adjacency being addressed during the Tentative Map process, and which would not be dealt with in an area plan update. She felt that was what in many ways created a lot of miscommunication and the Planning Commission needed clearer direction. She said items 5-13 were either Code or Tentative Map issues. She agreed it should be sent back, but the other four issues needed to be narrowed down. She heard that items 2 and 4 were the underlying tone of people's comments.

Chairman Humke asked if Commissioner Jung wanted to treat that as a motion. Commissioner Jung replied she did using the list of 13 items on page 9 of 10 and treating items 5-13 as having countywide application, which would be treated in another application, and items 2 and 4 being the most salient items that could be addressed in any area plan update. The amendment to the motion failed due to the lack of a second.

Commissioner Breternitz said he felt a motion was premature because he had more questions he wanted to ask.

Commissioner Weber felt it was appropriate to vote on the original motion. On a call for the question, the motion failed 2-2 with Commissioners Breternitz and Weber voting “no,” and Commissioner Larkin absent.

Commissioner Breternitz disclosed he met with the property owners, the developers, and the citizens committee. He also received phone calls and numerous e-mails both in support and in opposition of adopting the amendment to the Forest Area Plan.

Commissioner Breternitz advised he wanted to know where the water was coming from for the Matera Ridge Project. Mr. Lloyd said he could not answer that because there was not yet a project, but only a request for a land-use change to increase the density on the Matera Ridge property.

Commissioner Breternitz asked if the Forest Area Plan were approved, what additional approvals would be necessary to begin construction. Mr. Lloyd explained the next steps in the process.

Commissioner Breternitz asked about the comments regarding the legality of the noticing on the Gourley property. Melanie Foster, Legal Counsel, replied she could not determine what the noticing issues were based on the comments made here. Commissioner Breternitz said it was indicated the surrounding property owners were not properly notified. Ms. Foster advised all noticing was done in compliance with the advice given by the District Attorney’s Office. In response to Commissioner Breternitz’s comments about the original notice, Ms. Foster said the original noticing was reviewed by an Assistant District Attorney.

Commissioner Breternitz inquired why a couple of properties claimed they were denied inclusion in the Plan. Mr. Lloyd stated he would have to look at the specifics regarding the Olson and Spittler properties because he was not the case planner when those requests were received.

Commissioner Weber disclosed she had conversations with the developers and received e-mails both in support and against adopting the Forest Area Plan. She also disclosed her husband was employed by Stantec Consulting Inc., but she had no conversation with him regarding this Plan.

Commissioner Weber said there was a comment regarding the regional water management plan based on a 10 year drought, and she asked how that applied here. Mr. Lloyd replied it applied to all area plans and it addressed the need for an adequate supply of water during the permit review process.

Commissioner Weber asked if the Plan moved forward, would there be more opportunities for conversation with the people in the community. Mike Harper, Planning Manager, explained the only conversation that would occur would be when the items were referred back to the Planning Commission and then only on those items that the BCC asked them to consider. He noted State law was very specific on that issue. He advised if the 17-page document was referred back, it would have to be the whole document. He said if the BCC felt the Plan needed to be opened up for discussion, then the BCC could reject the Plan and cause the planning process to start over. He said the breath and depth of the Board's decision tonight was extremely important if the Board wanted to refer the Forest Area Plan back to the Planning Commission.

Commissioner Weber said she disagreed with Mr. Jenkin's comment that the Planning Commission glazed over issues with the Plan. She felt they worked vigorously with the community to hear its concerns. She felt sending the Plan back to the Planning Commission would put it back to the same place. Ms. Foster explained there would be one thing different if the BCC referred the Plan back to the Planning Commission. She said the Plan would go back to the Planning Commission for a period of 40 days or greater with direction to look at specific items. She said when it came back to the BCC, the Board was no longer bound, as it was tonight, to reject or accept it as one complete piece. At that time the BCC could decide what changes should be made to the Plan based on the report from the Planning Commission and on comments from the public.

Commissioner Weber asked if this was sent back, could any one developer withdraw from the Plan and go to the City of Reno for annexation. Ms. Foster said current law stated if someone satisfied the requirements to request voluntary annexation, she was not aware of anything that would keep them from doing so.

Commissioner Breternitz stated he reviewed a portion of the video of the BCC's meeting in January. He noted the BCC requested time to obtain public input and to have the developer and the community talk, which was done. He did not believe a full circle was completed and the Board would be remiss in doing a full approval or a denial of the Forest Area Plan tonight. He discussed the five or six items he was willing to consider remanding back to the Planning Commission for review.

Chairman Humke asked if Commissioner Breternitz would include Items 1-4, 6 and 12. Chairman Humke said he had conversations with Adrian Freund, Community Development Director, who said even though not all 13 items that were important to citizens were "legal" for discussion with the Forest Area Plan, he wanted to show the citizens that the Community Development Department would look at and put

the issues before the BCC. Commissioner Breternitz said he would agree to reduce the 13 items to 6 items.

Commissioner Jung asked if that also included modifying the text as addressed by Mr. Thomas and the adjacent property owners that were left out would be reviewed and feedback provided. Commissioner Breternitz replied that would be included.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that the Forest Area Plan be remanded back to the Planning Commission, to be brought back within the 60 day time limit and to specifically review items number 1 - 4 and items number 6 and 12 as depicted within the staff report. Also to direct the Planning Commission to review the two properties to determine if they should be included within the Plan or not and to address the text modification referred to by Bill Thomas with regard to tourism versus commercial not matching.

9:15 p.m. The Board recessed.

9:23 p.m. The Board reconvened with Commissioner Larkin absent.

09-437 **AGENDA ITEM 26**

Agenda Subject: “Second reading and adoption of 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 Washoe County Planning Commission. (Bill No. 1580) **AND** authorize Chairman to execute Agreement between the County of Washoe and Nevada State Bank to extend the expiration date of the subdivision map until May 11, 2010 with a possible extension until May 11, 2011--Community Development. (Commission District 5.)”

9:24 p.m. Chairman Humke opened the public hearing.

There being no response to the call for public comment, Chairman Humke closed the public hearing.

On motion by Chairman Humke, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Ordinance No. 1399, 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.**” be approved, adopted and published in accordance with NRS 244.100.

AND

On motion by Chairman Humke, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 26, Agreement, be approved, authorized and executed.

09-438 AGENDA ITEM 27

Agenda Subject: “Approve a Business Impact Statement related to 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; and, modifying the keeping of records by secondhand stores and pawnbrokers; and further, determine that the Ordinance does not impose a direct and significant economic burden upon a business, nor does it directly restrict the formation, operation or expansion of a business.”

9:26 p.m. Chairman Humke opened the public hearing.

There being no response to the call for public comment, Chairman Humke closed the public hearing.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried with Commissioner Larkin absent, it was ordered that the Business Impact Statement for Agenda Item 27 be approved.

09-439 AGENDA ITEM 27 (AND)

Agenda Subject: “Second reading and adoption 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 (Bill No. 1578)--Community Development. (All Commission Districts.)”

9:27 p.m. Chairman Humke opened the public hearing.

There being no response to the call for public comment, Chairman Humke closed the public hearing.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Ordinance No. 1400, 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.” be approved, adopted and published in accordance with NRS 244.100.

09-440 AGENDA ITEM 28

Agenda Subject: “Approve a Business Impact Statement related to 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; and, by modifying the disqualifying criteria for work permits for licensed peddlers, solicitors or traveling merchants and their employees; and further, determine that the Ordinance does not impose a direct and significant economic burden upon a business, nor does it directly restrict the formation, operation or expansion of a business.”

9:30 p.m. Chairman Humke opened the public hearing.

There being no response to the call for public comment, Chairman Humke closed the public hearing.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that the Business Impact Statement for Agenda Item 28 be approved.

09-441 AGENDA ITEM 28 (AND)

Agenda Subject: “Second reading and adoption 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 (Bill No. 1579)--Community Development. (All Commission Districts.)”

9:31 p.m. Chairman Humke opened the public hearing.

There being no response to the call for public comment, Chairman Humke closed the public hearing.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Ordinance No. 1401, 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.” be approved, adopted and published in accordance with NRS 244.100.

09-442 AGENDA ITEM 31

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

There was no closed session.

* * * * * * * * *

9:32 p.m. There being no further business to come before the Board, on motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried with Commissioner Larkin absent, it was ordered that the meeting be adjourned.

DAVID E. HUMKE, Chairman
Washoe County Commission

ATTEST:

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

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

Clerk

PROCLAMATION

WHEREAS, Washoe County will join with the State of Nevada and recognize May 7, 2009 as the 58th Annual National Day of Prayer; and

WHEREAS, In 1775 the first Continental Congress called the colonies together to pray for wisdom in shaping our nation, and as America grew, national prayer continued, prompting a Proclamation from President Abraham Lincoln in 1863 and a Congressional Joint Resolution signed by President Truman in 1952, establishing a National Day of Prayer; and

WHEREAS, The theme for the 2009 National Day of Prayer is "Prayer! America's HOPE"; and

WHEREAS, We pause to remember the brave men and women serving in our armed forces, and we pray for their protection and ask God to grant them strength and courage to confront the extraordinary hardships they face; and

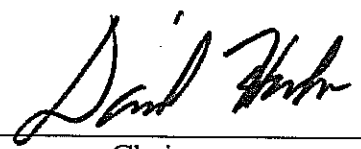
WHEREAS, We give thanks for the gift of freedom and express our overwhelming gratitude for those who defend it; and

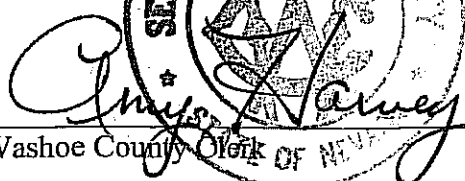
WHEREAS, On Thursday, May 7th, Washoe County residents from diverse socio-economic, political and ethnic backgrounds will unite to give thanks for our many blessings and ask God to strengthen our families, our schools and our government; now, therefore, be it

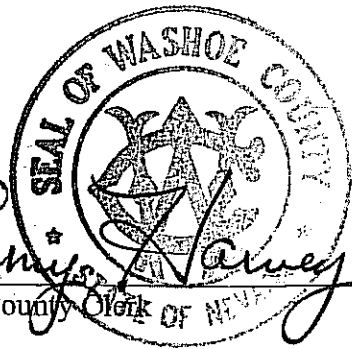
PROCLAIMED, By the Washoe County Board of Commissioners that Thursday May 7, 2009 is recognized as National Day of Prayer.

ADOPTED this 28th day of April 2009.

09-396


Chairman

ATTEST:

Washoe County Clerk OF NEVADA



Link

PROCLAMATION

WHEREAS, The Washoe County Department of Building & Safety, serving the community for 53 years, will be celebrating "National Building & Safety Week", May 3-9, 2009; and

WHEREAS, The Washoe County Department of Building & Safety continues efforts to address critical safety issues in the built environment that effect our citizens in everyday life and in times of natural disaster and are confident that our structures are safe and sound; and

WHEREAS, Vigilant guardians, including building safety and fire prevention officials, architects, engineers, builders and others in the construction industry, work year-round to ensure the safe construction of buildings; and

WHEREAS, The Washoe County Department of Building & Safety wishes everyone to consider projects to improve building safety at home and in the community, and to remind the public about the critical role of the local code officials, who help save countless lives by preventing fires and accidents due to the implementation and enforcement of the International Building Codes; and

WHEREAS, This year's theme, "*Building Safety: Where You Live, Work and Play*," encourages all citizens to raise awareness of the importance of building safety; green and sustainable building; pool, spa, and hot tub safety; and to take appropriate steps to ensure that places they live, learn, work and play are safe; now, therefore, be it

89-397

PROCLAIMED, By the Washoe County Board of Commissioners that May 3-9, 2009, is designated as "National Building & Safety Week" and the Board urges all residents of the Truckee Meadows to take advantage of the resources available to them by visiting the Washoe County Department of Building & Safety in the Permits Plus Zone or at www.washoecounty.us/bldgsafety.

ADOPTED this 28th day of April, 2009.



David E. Humke, Chairman



Clerk

PROCLAMATION

WHEREAS, Washoe County takes seriously our responsibility to protect and enhance the health, welfare and safety of our residents in sensible and cost-effective ways; and

WHEREAS, Washoe County officials and employees use their role as local leaders to build strong, resilient communities that take into consideration both the short and long-term impacts on our social, environmental and economic systems; and

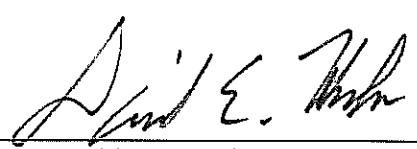
WHEREAS, Counties are the citizen's regional government voice, providing solutions that bring people together in sustainable and prosperous communities; and

WHEREAS, Washoe County has created the Green Team and applies conservation best practices to our own operations, including energy, waste reduction, water conservation, recycling and green purchasing initiatives; now, therefore, be it

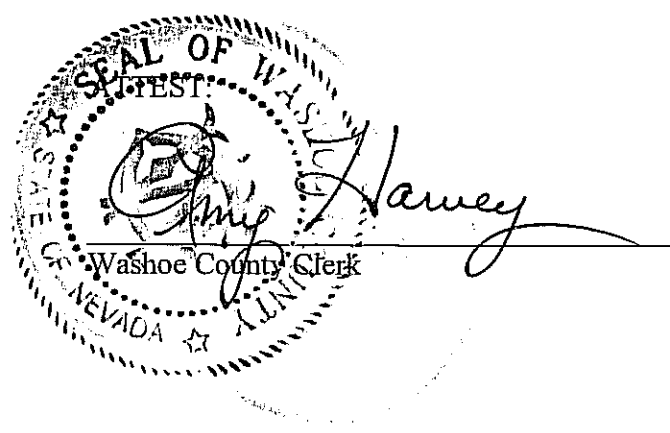
PROCLAIMED, By the Washoe County Board of Commissioners that May 3-9, 2009 is National County Government Week, "Greening Our Future", and we ask the Washoe County community to join us in acknowledging and commemorating the history and contributions of all of our nation's county governments and encourage citizen participation in "Greening Our Future".

ADOPTED this 28th day of April, 2009.

09-398



David E. Humke, Chairman
Washoe County Commission



Humke

RESOLUTION

WHEREAS, The trend in Washoe County and throughout Nevada shows the number of acres burned each year by wildfire has increased dramatically in recent decades; and

WHEREAS, Wildfire has had significant impacts to Washoe County and Nevada's environmental, economic and social well-being; and

WHEREAS, Sixty-eight Nevada communities have been rated as extreme or high wildfire hazards; and

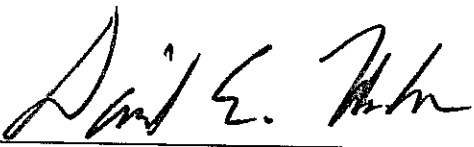
WHEREAS, Most homes destroyed during wildfire are due to embers landing on something easily ignited on or near the home; and

WHEREAS, Washoe County homeowners and homeowners throughout Nevada could substantially reduce the ember threat; now, therefore, be it

RESOLVED, That the Washoe County Board of Commissioners supports the week of May 3-9, 2009 as Nevada Wildfire Awareness Week as a means of education and action to reduce the ember threat.

ADOPTED this 28th day of April, 2009.





David E. Humke, Chairman

09-399

Blank

PROCLAMATION

WHEREAS, The supporting goals and ideals of the National Cystic Fibrosis Foundation include proclaiming Cystic Fibrosis Awareness Month in May of each respective year as cystic fibrosis is one of the most common life-threatening genetic diseases in the United States and one for which there is no known cure; and

WHEREAS, The average life expectancy of an individual with cystic fibrosis is 37 years, an improvement relative to the 1960's when children with cystic fibrosis did not live long enough to attend elementary school but still unacceptably short; and

WHEREAS, Approximately 30,000 people in the United States have cystic fibrosis, more than half of them children, and more than 10,000,000 Americans are unknowing, symptom-free carriers of the cystic fibrosis gene; and

WHEREAS, One of every 3,500 babies born in the United States is born with cystic fibrosis; and

WHEREAS, Innovative research is progressing faster and is being conducted more aggressively than ever before, due, in part, to the Cystic Fibrosis Foundation's establishment of a model clinical trials network; and

WHEREAS, Although the Cystic Fibrosis Foundation continues to fund a research pipeline for more than 30 potential therapies and funds a nationwide network of care centers that extend the length and quality of life for people with cystic fibrosis, lives continue to be lost to this disease every day; and

WHEREAS, Education of the public about cystic fibrosis, including the symptoms of the disease, increases knowledge and understanding of cystic fibrosis and promotes early diagnosis; and

WHEREAS, The Cystic Fibrosis Foundation will conduct activities to honor National Cystic Fibrosis Awareness Month in May, 2009; now, therefore, be it

PROCLAIMED, By the Washoe County Board of Commissioners that May 1 through May 31, 2009 is Cystic Fibrosis Awareness Month in Washoe County, Nevada and the Board honors the goals and ideals of National Cystic Fibrosis Awareness Month and encourages the promotion of further public awareness and understanding of cystic fibrosis.

ADOPTED this 28th day of April, 2009.



David E. Humke, Chairman

007-60

AMENDMENT #1 TO CONTRACT

Between the State of Nevada
Acting By and Through Its
Department of Public Safety
555 Wright Way
Carson City, NV 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

1. AMENDMENTS. For and in consideration of mutual promises and/or other 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:

A. The contract end date shall be extended to June 30, 2011 and the total consideration will be increased by FOUR HUNDRED FIFTY SIX THOUSAND SEVEN HUNDRED SIXTY SEVEN DOLLARS AND NO CENTS (\$456,767.00) with the new total consideration not to exceed EIGHT HUNDRED NINETY ONE THOUSAND SEVEN HUNDRED EIGHTY THREE DOLLARS AND NO CENTS (\$891,783.00).

09-425

Current Contract Language:

3. **CONTRACT TERM**. This Contract shall be effective upon approval of the appropriate governing bodies 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 TWO HUNDRED TWELVE THOUSAND TWO HUNDRED THREE DOLLARS AND NO CENTS (\$212,203.00) FOR STATE FISCAL YEAR 2008 and TWO HUNDRED TWENTY-TWO THOUSAND EIGHT HUNDRED THIRTEEN DOLLARS AND NO CENTS (\$222,813.00) FOR STATE FISCAL YEAR 2009 with installments payable quarterly upon receipt of invoice. The total contract is not to exceed FOUR HUNDRED THIRTY-FIVE THOUSAND SIXTEEN DOLLARS AND NO CENTS (\$435,016.00). 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.

Amended Contract Language:

Paragraph 3 is now amended to:

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 specified in paragraph ten (10).

Paragraph 7 is now amended to:

7. CONSIDERATION. WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of TWO HUNDRED TWENTY-TWO THOUSAND EIGHT HUNDRED

THIRTEEN DOLLARS AND NO CENTS (\$222,813.00) FOR STATE FISCAL YEAR 2010 and TWO HUNDRED THIRTY-THREE THOUSAND NINE HUNDRED FIFTY FOUR DOLLARS AND NO CENTS (\$233,954.00) FOR STATE FISCAL YEAR 2011 with installments payable quarterly upon receipt of invoice. The total contract is not to exceed EIGHT HUNDRED NINETY ONE THOUSAND SEVEN HUNDRED EIGHTY THREE DOLLARS AND NO CENTS (\$891,783.00). 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.

2. INCORPORATED DOCUMENTS.

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

Attachment BB: Fee Schedule

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 P. Haley
Washoe County Sheriff's Office

4-7-09 Stewart
Date Title

WASHOE COUNTY

BY: Scott Jackson
Chairman, Washoe County Board of County Commissioners

4/28/09
Date

ATTEST
Harvey
Washoe County Clerk

4/28/09
Date

89-495

Department of Public Safety

Colonel Chris Perry, Highway Patrol Division Chief

Date Title

Scott Jackson, Investigations Division Chief

Date Title

James Wright, State Fire Marshal

Date Title

Bernie Curtis, Parole and Probation Chief

Date Title

Rick Gimlin, Administrative Services Administrator

Date

Title

Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On _____

(Date)

Approved as to form by:

Deputy Attorney General for Attorney General

On _____

(Date)

09-425

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES
A Contract Between the State of Nevada
Acting By and Through Its
Department of Public Safety
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** 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 bodies 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

09-12-05

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6N(6)

7. **CONSIDERATION.** WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of **TWO HUNDRED TWELVE THOUSAND TWO HUNDRED THREE DOLLARS AND NO CENTS (\$212,203.00) FOR STATE FISCAL YEAR 2008** and **TWO HUNDRED TWENTY-TWO THOUSAND EIGHT HUNDRED THIRTEEN DOLLARS AND NO CENTS (\$222,813.00) FOR STATE FISCAL YEAR 2009** with installments payable quarterly upon receipt of invoice. The total contract is not to exceed **FOUR HUNDRED THIRTY-FIVE THOUSAND SIXTEEN DOLLARS AND NO CENTS (\$435,016.00)**. 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 general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

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

c. **Period of Retention.** 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

09-125

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.

09-425

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

Michael Haley
Washoe County Sheriff's Office

10-16-07
Date

Sheriff
Title

09-425

WASHOE COUNTY

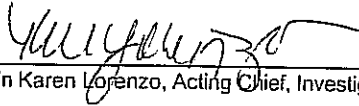
BY: Robert M Larkin
Robert M. Larkin, Chairman, Washoe County Board of County Commissioners

11/13/07
Date

ATTEST

Amy Harvey
Washoe County Clerk

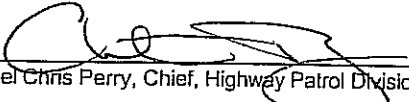
Department of Public Safety



Captain Karen Lorenzo, Acting Chief, Investigations Division

11/19/07

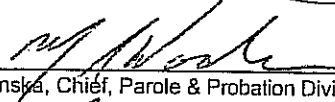
Date



Colonel Chris Perry, Chief, Highway Patrol Division

11/19/07


Date



John Gonska, Chief, Parole & Probation Division

11/18/07

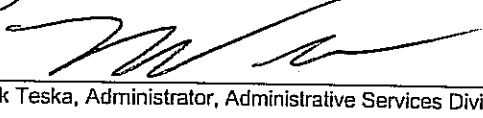
Date



James Wright, Chief Fire Marshal's Office Division

11/19/07

Date



Mark Teska, Administrator, Administrative Services Division

11/19/07

Date



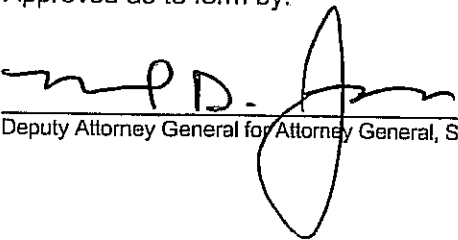
Signature - Nevada State Board of Examiners

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

09-425

ATTACHMENT AA SCOPE OF WORK

The Scope of Work represents the agreed upon services provided to the below specified State of Nevada, Department of Public Safety Divisions covered under the Interlocal Contract for Forensics and Criminalistic Laboratory Analysis Services provided by and through the Washoe County Sheriff's Department, Forensic Science Division.

1. Washoe County Sheriff's Department, Forensic Science Division will provide the named services to the following State of Nevada, Department of Public Safety agencies:
Nevada DPS, Investigation Division
Nevada DPS, Highway Patrol
Nevada DPS, Parole & Probation
Nevada DPS, State Fire Marshals Office
2. The below described services will be provided for the agencies listed above **except** for cases originating in Nye, Esmeralda, Lincoln and Clark Counties.
 - A. Forensic Laboratory analysis services within the capabilities of the laboratory will include but are not limited to the following:
 - Trace Evidence (Hairs/Fibers/Glass/Etc.) Serology
 - DNA Analysis Solid Dosage/Seized Drug Testing
 - Shoe Print Comparison Firearms/Tool Mark Examinations
 - Crime Scene Investigation Latent Print Processing
 - WIN/AFIS Arson
 - Laser/ALS Examination
3. The **exclusion** to the listed services provided will be those costs that are legislatively mandated as the responsibility of the Convicted Offenders.
4. Washoe County Sheriff's Department, Forensic Science Division further agrees to provide the submitting Department/Division/Agency with reports of examination on each case,.
5. Washoe County Sheriff's Department, Forensic Science Division agrees to provide the DPS Administrative Services Division, Contracts Manager, with an annual statistical report of services provided, including a breakdown of the DPS Division the services were provided. Payment will be made by DPS annually upon receipt of an invoice.
6. Washoe County Sheriff's Department, Forensic Science Division, shall neither assign, transfer nor delegate any rights, obligations or duties under this Interlocal without the prior written consent of the Department of Public Safety.
7. While performing services under this Interlocal, employees of the Washoe County Sheriff's Department, Forensic Science Division, shall remain under the direction and control of the Washoe County Sheriff's Department, Forensic Science Division and shall retain all benefits of their employment with same.

09-1025

8. In the event of notice, the following are to be notified:
For Washoe County Sheriff's Department, Forensic Science Division

Don L Means, Captain Trish Beckman, Administrative Secretary
Washoe Co. Sheriff's Dept. Washoe County Sheriff's Dept.
Forensic Science Division Forensic Science Division
911 Parr Blvd. 911 Parr Blvd.
Reno, Nevada 89512-1000 Reno, Nevada 89512-1000

For the State of Nevada, Department of Public Safety
Cris Converse, Contracts Manager
DPS, Administrative Services Division
555 Wright Way
Carson City, Nevada 89711
775-684-4701

09-425

AMENDMENT #1 TO CONTRACT

Between the State of Nevada
Acting By and Through Its
Department of Public Safety
555 Wright Way
Carson City, NV 89711
775-684-4701

and

Washoe County, on behalf of the
Washoe County Sheriff's Office – Toxicology Services Division
911 Parr Blvd.
Reno, Nevada 89512
775 328-2810

1. **AMENDMENTS.** For and in consideration of mutual promises and/or other valuable consideration, all provisions of the original contract dated March 11, 2008, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. The contract end date shall be extended to June 30, 2011 and the total consideration will be increased by TWO HUNDRED FORTY THOUSAND DOLLARS AND NO CENTS (\$240,000.00) with the new total consideration not to exceed FIVE HUNDRED SIX THOUSAND DOLLARS AND NO CENTS (\$506,000.00).

Current Contract Language:

3. **CONTRACT TERM.** This Contract shall be effective July 1, 2007 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 ONE HUNDRED THIRTY-THREE THOUSAND DOLLARS AND NO CENTS (\$133,000.00) FOR STATE FISCAL YEAR 2008 and ONE HUNDRED THIRTY-THREE THOUSAND DOLLARS AND NO CENTS (\$133,000.00) FOR STATE FISCAL YEAR 2009 with installments payable quarterly upon receipt of invoice. The total contract is not to exceed TWO HUNDRED SIXTY-SIX THOUSAND DOLLARS AND NO CENTS (\$266,000.00) AND NO CENTS (\$266,000.00). 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.

Amended Contract Language:

Paragraph 3 is now amended to:

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 specified in paragraph ten (10).

Paragraph 7 is now amended to:

7. **CONSIDERATION.** WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of ONE HUNDRED TWENTY THOUSAND DOLLARS AND NO CENTS (\$120,000.00) FOR STATE FISCAL YEAR 2010 and ONE HUNDRED TWENTY DOLLARS AND NO CENTS (\$120,000.00) FOR STATE FISCAL YEAR 2011 with installments payable quarterly upon receipt of invoice, in

09-424

addition to ONE HUNDRED THIRTY-THREE THOUSAND DOLLARS AND NO CENTS (\$133,000.00) FOR STATE FISCAL YEAR 2008 and ONE HUNDRED THIRTY-THREE THOUSAND DOLLARS AND NO CENTS (\$133,000.00) FOR STATE FISCAL YEAR 2009, and the total contract is not to exceed FIVE HUNDRED SIX THOUSAND DOLLARS AND NO CENTS (\$506,000.00). 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.

2. INCORPORATED DOCUMENTS.

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

Attachment AA: Fee Schedule

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

Washoe County Sheriff's Office

4-7-09

Date

Sheriff

Title

WASHOE COUNTY

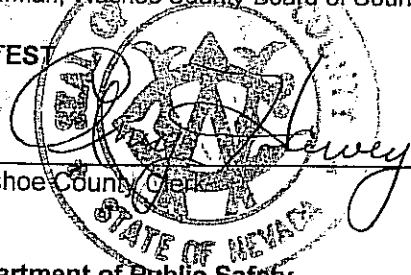
BY: *Paul John*

Chairman, Washoe County Board of County Commissioners

4/28/09

Date

ATTEST



Washoe County Clerk

4/28/09

Date

09-426

Department of Public Safety

Colonel Chris Perry, Highway Patrol Division Chief

Date

Scott Jackson, Investigations Division Chief

Date

James Wright, State Fire Marshal

Date

Ernie Curtis, Parole and Probation Chief

Date

Rick Gimlin, Administrative Services Administrator

Date

Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On _____
(Date)

Approved as to form by:

Deputy Attorney General for Attorney General

On _____
(Date)

09-12-16

Exhibit A

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Department of Public Safety
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 and in the best interests of the State of Nevada;

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective July 1, 2007 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, State, 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 A: SCOPE OF WORK

09-426

7. CONSIDERATION. WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of ONE HUNDRED THIRTY-THREE THOUSAND DOLLARS AND NO CENTS (\$133,000.00) FOR STATE FISCAL YEAR 2008 and ONE HUNDRED THIRTY-THREE THOUSAND DOLLARS AND NO CENTS (\$133,000.00) FOR STATE FISCAL YEAR 2009 with installments payable quarterly upon receipt of invoice. The total contract is not to exceed TWO HUNDRED SIXTY-SIX THOUSAND DOLLARS AND NO CENTS (\$266,000.00). 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 general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

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

c. Period of Retention. 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

09-426

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 amend-

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ment 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

Michael P. Hoey 1-16-08
Washoe County Sheriff's Office Date

Sheriff
Title

WASHOE COUNTY

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

2/12/08 Chairman
Date Title

ATTEST

Angela Harvey
Washoe County Clerk



Department of Public Safety

Karen Lorenzo
Captain Karen Lorenzo, Acting Chief, Investigations Division

2-14-08
Date

Chris Perry
Colonel Chris Perry, Chief, Highway Patrol Division

02-14-08
Date

John Gonska
John Gonska, Chief, Parole & Probation Division

2-14-08
Date

Mark Teska
Mark Teska, Administrator, Administrative Services Division

2/15/08
Date

[Signature]
Signature - Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On 3-11-08
Date

Approved as to form by:

Cynthia R. Hoover
Deputy Attorney General for Attorney General, State of Nevada

On 2-14-08
Date

09-426

ATTACHMENT A SCOPE OF WORK

The Scope of Work is the agreed upon services provided to the State of Nevada, Department of Public Safety (DPS). This scope of work covers the testing of bodily fluids and other unknown substances. NRS 484.379 thru NRS 484.3935 requires laboratory testing in several categories that include but are not limited to:

Testing to include the following:

- Amphetamine
- Benzodiazepines
- Cocaine
- Cocaine metabolite
- Marijuana
- Marijuana metabolite
- Methamphetamine
- Opiates
 - Codeine
 - Morphine
 - 6-Monocetylmorphine

Phencyclidine

Lysergic acid diethylamide – Upon request (Send Out Only –Special care of specimen prior to sending to the lab.)

Other drugs will be tested upon request, if possible.

- Storage of samples for up to 13 months unless requested in writing by the Attorney General/Records where they will be retained for four (4) years.
- Testing results for blood alcohol or urine alcohol screens to be provided to the requesting agency not more than 10 working days of receipt to the lab.
- Drug testing results (blood or urine) should be provided within a time period of 2 weeks to 2 months after receipt to the lab. In extreme cases, it could take longer depending on circumstances.
- Results to be in writing with the signature of the lab technician on each document.
- Analysis of blood and urine must include identifying the presence of Controlled Substances.

Note: If available – WCSO Forensic Lab will make available and coordinate blood draws with the WCSO.

Washoe County Sheriff's Department, Forensic Science Division will provide quarterly invoices to DPS. Invoice must list dates of collection, detective, tests performed, test costs.

While performing services under this Interlocal, employees of the Washoe County Sheriff's Department, Forensic Science Division, shall remain under the direction and control of the Washoe County Sheriff's Department and shall retain all benefits of their employment with the same.

09-426

4-78
Jim Gibbons
Governor



Phillip A. Galeoto
Director

Administrative Services

555 Wright Way
Carson City, Nevada 89711-0525
Telephone (775) 684-4556 • Fax (775) 684-4809

TO: Andrew Clinger, Director, Department of Administration
THRU: Jim Rodriguez, Budget Analyst IV, Dept. of Administration
FROM: Mark Teska, Administrator *MT*
SUBJECT: Retroactive Interlocal Contract
DATE: February 15, 2008

Attached please find a retroactive interlocal contract between the Department of Public Safety and Washoe County.

The Department of Public Safety contracts with the Washoe County Sheriff's Office, Forensic Science Division to test bodily fluids and other unknown substances. The contract process for fiscal years 2008 and 2009 was begun in January 2007. However, Washoe County did not finalize their rates for toxicology services until after July 1, 2007. In addition, turnover at the Forensic Science Division as well as clarification of the scope of work requiring legal review caused the contract process to take significantly longer than anticipated.

The Department of Public Safety will begin the contract process for agreements with Washoe County earlier in order to avoid the need for retroactive contracts in the future. I do not anticipate these circumstance arising again and would appreciate your approval of this contract.

Your consideration of this request is greatly appreciated.

Please call me at 684-4931 if you have any questions.

RETROACTIVE

BOE
 NON BOE
sc ANALYST INITIALS

RECEIVED

FEB 15 2008

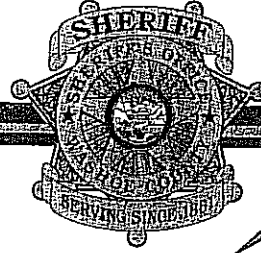
DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

09-426

#65

WASHOE COUNTY SHERIFF

Attachment AA



Michael Haley
Sheriff

Dedicated Service in Partnership with our Community

December 18, 2008

Vicki Nowling
Department of Public Safety – Administrative Services
555 Wright Way
Carson City, NV 89711

RE: Contract for Toxicology Services


Dear Vicki,

As follow up to my email sent November 26, 2008, the following is the fee for Toxicology Services for fiscal years 2010 and 2011. Based on a review of your current usage, the fee for services is \$120,000 per year as invoiced by the Forensic Science Division.

If you need anything else, please let me know.

Sincerely,

Renee Romero
Laboratory Director

By: 
Trish Beckman
Administrative Secretary Supervisor
775-328-2800
tbeckman@washoecounty.us

RECEIVED

DEC 22 2008

ADMINISTRATIVE SERVICES
PUBLIC SAFETY

09-426

**INTERLOCAL COOPERATIVE AGREEMENT
FOR REIMBURSEMENT**

This Agreement, made and entered into this 28th day of April, 2009, by and between the **Washoe County Department of Water Resources**, (hereinafter called "**COUNTY**") and the Regional Transportation Commission of Washoe County, a special purpose unit of Government of the State of Nevada (hereinafter called "**RTC**").

WITNESSETH:

WHEREAS, agreements between RTC and public entities are authorized under Chapter 277 of the Nevada Revised Statutes for the work described herein; and

WHEREAS, RTC is undertaking a project which includes the reconstruction of **Pembroke Drive from McCarran Boulevard to the Steamboat Creek Bridge** (hereinafter called "**PROJECT**"); and

WHEREAS, the **COUNTY** desires to construct specific improvements, (hereinafter called "**IMPROVEMENTS**"), not typically associated with roadway construction or repair or required by the Americans with Disabilities Act (ADA), that are within and/or adjacent to the **PROJECT**. The **IMPROVEMENTS**, as requested by the **COUNTY**, are described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, RTC is willing to incorporate the **IMPROVEMENTS** into the **PROJECT** drawings, details, and specifications and subsequently cause the **IMPROVEMENTS** to be constructed; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is mutually agreed by and between the parties as follows:

RTC AGREES:

1. To administer the construction of the **PROJECT** and **IMPROVEMENTS**, including but not limited to, construction, inspection, quality assurance testing, contract administration and project management of the **IMPROVEMENTS**.
2. To prepare solicitation documents for the **PROJECT** that include drawings, details and specifications provided by the **COUNTY** for the **IMPROVEMENTS** and, following receipt of bids, award a construction contract in accordance with Chapter 338 of Nevada Revised Statutes.
3. To provide the **COUNTY**, upon determination of the apparent low bidder, the total cost of the **IMPROVEMENTS**, including, without limitation; construction and traffic control costs associated with the **IMPROVEMENTS**, costs associated with specific design services not provided by the **COUNTY**, costs incurred to incorporate the **IMPROVEMENTS** in the **PROJECT** drawings, details and specifications and specific inspection, quality assurance testing and construction administration costs for services not provided by the **COUNTY** that the **RTC** will incur during construction. This amount shall

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not be exceeded unless the **COUNTY** agrees that the actual quantity of the IMPROVEMENTS exceeds the estimated quantity of the IMPROVEMENTS or the parties mutually agree to an additional sum.

4. To allow the **COUNTY** or its authorized agents to review and approve contract change orders associated with the construction of the IMPROVEMENTS.

5. To execute change orders upon written approval from the **COUNTY** or its authorized agents.

6. To invoice the **COUNTY**, monthly for the actual costs associated with the IMPROVEMENTS that the **RTC** incurs.

COUNTY AGREES:

1. To prepare all drawings, details and specifications, stamped and signed by a registered Civil Engineer in the State of Nevada, necessary to allow the **RTC** to solicit and receive bids for the construction of the IMPROVEMENTS.

2. To provide an Engineer's Estimate of the costs of the IMPROVEMENTS and an estimated construction schedule at the time of completion of the drawings, details and specifications.

3. To acquire all additional right-of-way, easements, entry permits and encroachment permits from City of Reno, the Nevada Department of Transportation, and adjacent property owners, or others as necessary, to allow the **RTC** and its agents to construct the IMPROVEMENTS in accordance with the drawings, details, and specifications prepared by the **COUNTY**.

4. To direct all questions or requests pertaining to the IMPROVEMENTS to the **RTC** Project Manager and to provide written response to such questions and requests as may be necessary. A **COUNTY** designated representative shall assist the **RTC** Project Manager in the administration of the construction of the IMPROVEMENTS and shall provide specific quality assurance testing and full time inspection during the construction of the IMPROVEMENTS.

5. To timely review and provide the **RTC** Project Manager with prompt input relating to the approval, modification or disapproval of contract change orders related to the IMPROVEMENTS and to reimburse the **RTC** for costs that result from approved contract change orders. For purposes of this agreement, actual costs include, but are not limited to, additional engineering, additional inspection, additional testing, change orders and compensable delays caused by conditions related to such change orders.

6. To reimburse the **RTC** for actual costs it incurs that are directly related to the inclusion of the IMPROVEMENTS in the PROJECT. The reimbursable costs include, but are not limited to, specific design costs, the costs of incorporating the IMPROVEMENTS into the PROJECT drawings, details and specifications, construction and traffic control costs and those costs reasonably incurred during construction, administration and project management as described in Exhibit A attached.

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7. That the costs of the IMPROVEMENTS, including those referred to in item 6 above, are estimated (see Exhibit A attached) and that the COUNTY will reimburse the RTC for all actual costs.

8. To remit payment within thirty (30) calendar days following receipt of an invoice from the RTC and, if not timely paid, to pay interest as provided in NRS 99.040.

IT IS MUTUALLY AGREED:

1. That each party will cooperate with the other party to this agreement and their agents in carrying out their respective responsibilities under this agreement.

2. That each party will assist the other party in communicating with the public regarding the provisions of this agreement.

3. That all communications/notices required pursuant to the Agreement shall be given as hereinafter provided, unless written notice of a new designee is sent certified or registered mail, to the other party, as follows:

RTC: Robert J. Russell, P.E.
Engineering Director
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, Nevada 89502
(775) 348-0171

COUNTY: Rosemary Menard, Director
Washoe County Department of Water Resources
4930 Energy Way
Reno, Nevada 89502
(775) 954-4600

4. Subject to the limitations of Chapter 41, each party agrees to indemnify, defend and hold harmless the other party from and against any liability including, but not limited to, property damage and personal injury or death, proximately caused by the negligent acts or omissions of its officers, agents and employers arising out of the performance of this Agreement.

5. That the laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

6. That the legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

7. That this Agreement constitutes the entire contract between the parties and shall not be modified unless in writing and signed by the parties.

8. That it is not intended, and this Agreement shall not be construed, to provide any person or entity not a party to this Agreement, with any benefits or cause of action or to obligate the parties to

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this Agreement to any entity or person not a party to this Agreement.

9. That in the event either party initiates litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

APPROVED AS TO LEGALITY AND FORM:

BY: A. Styan Peck
A. Styan Peck, Esq.
RTC Chief Legal Counsel

Date: April 20, 2009

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

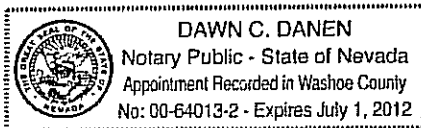
BY: David Aiuzzi
David Aiuzzi, Chairman

State of Nevada)

County of Washoe)

This instrument was acknowledged before me this 23rd day of April, 2009, by David Aiuzzi, Chairman of the Regional Transportation Commission of Washoe County.

Dawn C. Danen
Notary Public



09-427

WASHOE COUNTY

BY: Paul Rubin
Chairman

ATTEST:

COUNTY CLERK

BY: Emily Harvey
STATE OF NEVADA

EXHIBIT A

Pembroke Drive - McCarran Boulevard to the Steamboat Creek Bridge

Description of IMPROVEMENTS:

Construct approximately 6,900 lineal feet of water line including trenching, bedding, pipe, fittings, connections, pressure testing, backfill and appurtenances within the Pembroke Drive right of way and the PROJECT limits as shown on plans prepared by MACTEC Engineering and Consulting and the COUNTY.

Estimated costs of IMPROVEMENTS:

Construction (1):	\$1,044,000.00
Design, EDC and Administration (1):	<u>\$104,400.00</u>
TOTAL ESTIMATED AMOUNT:	\$1,148,400.00

(1) Construction includes but is not limited to those contract items directly attributable to the PROJECT and indirect costs such as traffic control.

(2) Engineering During Construction (EDC) includes the services provided by the RTC's consultant during the administration of the construction contract. The EDC services generally include, but are not limited to, contract administration, project management, surveying, inspection and materials testing. The EDC services are those specifically provided by the RTC and its agents and do not include quality assurance services that may be provided by COUNTY directly attributable to the PROJECT.

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COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
GALENA CREEK VISITORS CENTER INTERPRETIVE ELEMENTS PROJECT

This Agreement is made and entered the 21st day of May, 2009, by and between the State of Nevada, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and Washoe County, a political subdivision of the State of Nevada, 2601 Plumas Street Reno, NV 89509 (hereinafter "COUNTY").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under N.R.S. (Nevada Revised Statutes) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 U.S.C. (United States Code) § 106; and

WHEREAS, N.R.S. 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 C.F.R. § 635.105(c) provides that when a local public agency project is located on a street or highway over which the DEPARTMENT does not have legal jurisdiction, or when special conditions warrant, the DEPARTMENT may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract provided certain conditions are met; and

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WHEREAS, this Agreement is intended to delegate authority to the COUNTY to advertise and award a design/build contract for the design and construction of interpretive elements (including the development and fabrication) for the Galena Creek Visitors Center as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved for Federal Scenic Byway Funds; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - DEPARTMENT AGREES:

1. To assist the COUNTY with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 C.F.R. § 771, and (b) obtaining the environmental permits and clearances.
2. To ensure that the COUNTY's actions are in accordance with applicable Federal and State regulations and policies.
3. To obligate Federal Scenic Byway funding for a maximum amount of One Hundred Twenty-Nine Thousand Four Hundred Twenty-Eight and No/100 Dollars (\$129,428.00).
4. To establish a Project Identification Number to track all PROJECT costs.

5. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.

6. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions in accordance with the DEPARTMENT's administrative requirements.

7. To review and approve the COUNTY's procedures utilized for advertising, bid opening and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.

8. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

9. Upon the obligation of Federal Scenic Byway funds for the PROJECT, to provide the COUNTY with a written "Notice to Proceed," authorizing the COUNTY to proceed with the Request For Proposal (RFP) for the PROJECT after approving the COUNTY's RFP and any addendum thereto for the design/build contract.

10. To assign a Local Public Agency Coordinator to act as the DEPARTMENT's representative to monitor the COUNTY's compliance with applicable Federal and State requirements.

11. To review and approve when appropriate addenda, supplementals, and change orders to the design/build contract of the PROJECT to ensure compliance with the terms of this Agreement within five (5) working days of the DEPARTMENT's receipt of the same. Failure to respond within five (5) working days of receipt shall constitute approval. Approval of said addenda, supplementals and change orders does not alter the maximum reimbursement to the COUNTY as established in ARTICLE I Paragraph 3.

12. To attend the COUNTY's final inspection of the PROJECT.

13. To reimburse the COUNTY, quarterly as work progresses on the PROJECT, for eighty percent (80%) of ELIGIBLE PROJECT COSTS based on supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I Paragraph 3. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal Office of Management and Budget (OMB) Circulars including but not limited to those listed on Attachment B, attached hereto and incorporated herein.

ARTICLE II - COUNTY AGREES:

1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development and fabrication); (b) the completion of the NEPA documentation in conformance with 23 C.F.R. § 771; (c) the acquisition of environmental permits and clearances; and (d) the advertisement, award and construction management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State and local laws, regulations, ordinances and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at <http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm>, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with COUNTY standards.

09/4/30

2. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews and review meetings.

3. To submit to the DEPARTMENT for review and approval, NEPA documentation and the RFP for the PROJECT which must include the provisions listed in Attachment C "Required Documents In Bid Packets Of Projects without DBE Goals", attached hereto and incorporated herein.

4. To issue the RFP and any addendum thereto for the design/build contract and/or consultant services only after receiving a "Notice to Proceed" from the DEPARTMENT.

5. To submit with the RFP documents, written certification accompanied by supporting documentation, evidencing that the proposed improvements will be constructed on property authorized to be used by the COUNTY.

6. To submit to the DEPARTMENT three (3) copies of the RFP and estimates for the DEPARTMENT's use.

7. To submit to the DEPARTMENT for review and approval any addenda, supplementals and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals and change orders prior to incorporating them into the PROJECT.

8. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT.

9. As work progresses on the PROJECT, the COUNTY shall provide the DEPARTMENT with quarterly invoices for payment of the PROJECT COSTS. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I Paragraph 3. Invoices shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal OMB Circulars including but not limited to those listed on Attachment B.

10. To be responsible for the twenty percent (20%) match of Federal funds in an amount not to exceed Thirty-Two Thousand Three Hundred Fifty-Seven and No/100 Dollars (\$32,357.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the COUNTY's budgeted appropriations and the allocation of sufficient funds by the governing body of the COUNTY. The COUNTY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

11. To complete and sign Attachment D – "Affidavit Required Under Section 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987" and Attachment E – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including December 31, 2010, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein, whichever occurs first.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 C.F.R. § 225.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. All right-of-way for the PROJECT is in place and no utility facilities, having prior rights or franchise agreements that require the COUNTY to pay for any relocation, will require relocation to accommodate the PROJECT. If it is subsequently determined that this is inaccurate, a written amendment to this Agreement shall be required, signed by the Parties hereto.

5. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

6. The TOTAL ESTIMATED PROJECT COSTS are One Hundred Sixty-One Thousand Seven Hundred Eighty-Five and No/100 Dollars (\$161,785.00), which includes: One Hundred Twenty-Nine Thousand Four Hundred Twenty-Eight and No/100 Dollars (\$129,428.00), comprising Federal funding of eighty percent (80%) of the TOTAL ESTIMATED PROJECT COSTS; and a match of Thirty-Two Thousand Three Hundred Fifty-Seven and No/100 Dollars (\$32,357.00), comprising COUNTY match funding of twenty percent (20%) of TOTAL ESTIMATED PROJECT COSTS. The parties acknowledge and agree that the TOTAL ESTIMATED PROJECT COSTS set forth herein are only estimates and that in no event shall the DEPARTMENT or federal portion exceed the total obligated amount, as established in Article I Paragraph 3, and furthermore in no event will the COUNTY be obligated under this Agreement to pay any additional PROJECT COSTS in excess of the match amount set forth above, except as otherwise approved by the governing body of the COUNTY.

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7. The following is a summary of TOTAL ESTIMATED PROJECT COSTS and available funds:

TOTAL ESTIMATED PROJECT COSTS:

Construction Costs: \$161,785.00

TOTAL ESTIMATED PROJECT COSTS: \$161,785.00

AVAILABLE FUNDING SOURCES:

Federal Scenic Byway Funds: \$129,428.00

COUNTY Funds: \$ 32,357.00

TOTAL PROJECT FUNDING: \$161,785.00

8. The COUNTY may not incur any reimbursable PROJECT COSTS until this Agreement is executed by both parties and the DEPARTMENT has issued a written "Notice to Proceed."

9. The COUNTY match will be calculated using the applicable percent of the TOTAL PROJECT COSTS eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the COUNTY, the COUNTY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding.

ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal OMB Circulars, including but not limited to those listed on Attachment B.

10. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work, and shall be specified in a written amendment signed by the Parties hereto, which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

11. The COUNTY'S TOTAL ESTIMATED PROJECT COSTS may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices.

12. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or COUNTY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

13. Should this Agreement be terminated by the COUNTY for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the COUNTY's failure to perform, the COUNTY shall reimburse the DEPARTMENT for any payments made to the COUNTY.

14. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail 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 below:

FOR DEPARTMENT: Susan Martinovich, P.E., Director
Attn: Juan Hernandez, E.I.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7988
Fax: (775) 888-7401
E - mail address: jhernandez@dot.state.nv.us

FOR COUNTY: Jennifer Budge, CPRP, Park Planner
Washoe County Regional Parks and Open Space
2601 Plumas Street
Reno, NV 89509
Phone: (775) 823-6513
Fax: (775) 829-8014
E -mail: jbudge@washoecounty.us

15. Up to the limitation of law, including, but not limited to, N.R.S. Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

09-130

16. The parties do not waive and intend to assert available N.R.S. Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any State or COUNTY breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

17. This Agreement 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 exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

18. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

19. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and 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.

20. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

21. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

22. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and to present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

23. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement 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.

24. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

09-430

25. Both parties shall assure that no person shall on the grounds of race, color, national origin, gender, age or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any service, program or activity offered by said parties, regardless of funding source. Both parties further assure that every effort will be made to prevent discrimination through the impacts of their programs, policies, and activities on minority and low-income populations.

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

27. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

28. Pursuant to N.R.S. 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 confidential by law or a common law balancing of interests.

29. 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.

30. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

31. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

32. This Agreement constitutes the entire agreement of the parties and as such is 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 Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

09-430