

BOARD OF COUNTY COMMISSIONERS, WASHOE COUNTY, NEVADA

TUESDAY

1:00 P.M.

NOVEMBER 20, 2007

PRESENT:

Bob Larkin, Chairman
Jim Galloway, Commissioner*
David Humke, Commissioner
Kitty Jung, Commissioner

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

ABSENT:

Bonnie Weber, Vice Chairman

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

07-1315 AGENDA ITEM 3 - PROCLAMATION

Agenda Subject: “Proclamation--November 2007 as Adoption Month (Social Services).”

Chairman Larkin stated he attended the adoptive family dinner on Friday, and Mike Capello, Social Services Director, and his staff put on an excellent event.

Katy Singlaub, County Manager, read and presented the Proclamation to Joseph and Deborah Theile and their children, Alec and Ashleigh Theile, on behalf of all adoptive parents.

Ms. Theile said she and her family were very honored to be included today. Chairman Larkin thanked her for the tremendous task she and her husband had undertaken. Ms. Theile replied they were very blessed.

There was no public comment on this item.

***2:11 p.m.** Commissioner Galloway arrived at the meeting.

Commissioner Galloway thanked all adoptive parents who donated at a very personal level by giving homes to children.

On motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried with Commissioner Weber absent, Chairman Larkin ordered that Agenda Item 3 be adopted. See the Proclamation attached hereto and made a part hereof.

07-1316 AGENDA ITEM 4 - PUBLIC COMMENT

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

Katy Singlaub, County Manager, read the following statement, “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.”

Sam Dehne objected to the two minutes for public comment, the lack of approval of the agenda, and lack of mention of the Rainy Day Fund in the budget analysis.

07-1317 AGENDA ITEM 5 - COMMISSIONERS/MANAGER’S ANNOUNCEMENTS

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

Katy Singlaub, County Manager, stated Agenda Item 28, Work Card Permit Appeal for Brenda King, was pulled from the agenda at the request of the appellant. She said there was a request for Agenda Items 18 and 19 to be time-certain for 3:00 p.m. to accommodate members of the judiciary. She indicated it was requested Agenda Item 20 be heard at 3:30 p.m. to accommodate folks from the Reno-Sparks Convention and Visitors Authority (RSCVA) and the City of Reno.

Commissioner Humke stated he attended a Juvenile Justice Committee meeting last week at the Summit View Center where a piece of legislation called the “Adam Walsh Bill” was analyzed. He explained the bill would provide for sex offender notification for both adults and juveniles, and the Committee was trying to navigate the juvenile offender aspects of that legislation. He said it was anticipated Congress might

change the legislation because sex offender legislation caused as many problems as it solved. He commented on the State Legislative Interim Audit of State and local juvenile detention facilities that were mandated during the 2007 Legislative Session to ensure the facilities were doing a good job, that youth were treated fairly but firmly and were receiving the deserved treatment without receiving unduly harsh punishment.

Commissioner Galloway stated the Tahoe Regional Planning Agency's (TRPA) Catastrophic Fire Committee met last week and made progress towards easing the regulatory burden on people who wanted to create defensible space. In the Tahoe Basin, he explained a permit was required to cut any tree greater than six inches in diameter at breast height. He stated in response to fire officials wanting this requirement eliminated, TRPA modified the requirement so any property owner could remove trees up to 14 inches in diameter at breast height. He said there was some debate whether the fire officials had to sign that off, but the fire officials provided statistics that showed 85 percent of all trees they ordered removed to create defensible space were at or under 14 inches in diameter. He indicated rather than having further bureaucratic steps preventing people from creating defensible space, the Committee recommended adoption of the change. He noted the change was amended to keep the six-inch requirement for shorezone properties. He indicated he opposed that amendment because, if people had permits conditioning them on maintaining certain trees for scenic purposes, this change in the ordinance would not exempt them from those conditions. He said passage of the amendment made creating defensible space a little more complicated for people located on the shoreline. He felt, nevertheless, the amendment was a good step forward. A copy of the TRPA staff report dated November 7, 2007 detailing the requested recommendation was placed on file with the Clerk.

Commissioner Galloway stated the Nevada Tahoe Conservation District Board met last week and presented a good summary of the complex issue, Total Maximum Daily Load (TMDL), which started out as a model for lake clarity. He explained it had been determined in the last few years that it was not algae and living organisms that impeded Lake Tahoe's clarity. He indicated two-thirds of the clarity problem had to do with fine sediments, most of which came from California's Upper Truckee River. He stated in response California, while working with Nevada State agencies, proceeded with the next step of the TMDL, which was a study to show where sediment was generated. He said California seemed to be proceeding with an allocation, which concerned him. He explained an allocation was an agreement by an agency or a group of agencies that would inform each area of the Lake how much fine sediment they were allowed to put into the Lake. He stated if that was done without regard to costs, the costs for one area could be incredibly high with the costs for another area being much lower. He felt it might pay one area to help California to clean up the Upper Truckee River rather than try and reduce the sediments in their area. He stated Lahontan seemed to be working on their own on allocations for California and Nevada, but he felt they were getting ahead of the issue, because they only knew what came in from the streams. He said they were not taking into account air pollution and roads. He said traffic on roads stir up dust, which then deposits in Lake Tahoe. He stated it must all be studied to know what a county in Nevada actually

contributed. He wanted the Commission to be aware this would be coming and there could be a big cost attached.

Commissioner Galloway felt one way fine sediment could be reduced was to establish stormwater utilities and another was really good street sweepers. He indicated the purchase of a sweeper would be coming before the Commission soon, and he requested it be given priority and not be put on a delayed Capital Purchase list. He felt the sweepers were a bargain compared to other things being discussed.

Chairman Larkin asked if there was a suggestion on the TMDL that would come back to the Board. Commissioner Galloway replied he would ask the County Manager to contact the Nevada Tahoe Conservation District to ask if their short presentation could be repeated for the Commission. Chairman Larkin requested Water Resource's information on the Truckee River also be included in the presentation.

Commissioner Jung said she attended the Ward 1 Neighborhood Advisory Board (NAB) meeting. She explained it was of interest to the Commission because constituents on east 4th Street had a large influx of ATV's accessing the open space behind them, some of which was County open space. She indicated she would be working with the Sheriff's Office on the issue. She was also working on some billboard issues in the same area, but did not feel either issue needed to be agendized right now.

Consent Agenda:

On motion by Commissioner Jung, seconded by Commissioner Humke, which motion duly carried with Commissioner Weber absent, Chairman Larkin ordered that the Consent Agenda be approved as amended by removing Agenda Item 6F to the regular portion of the agenda.

07-1318 AGENDA ITEM 6A

Agenda Subject: "Approve minutes for the Board of County Commissioners' meetings of September 25 and October 23, 2007."

There was no public comment on this item.

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

07-1319 AGENDA ITEM 6B - SHERIFF'S OFFICE

Agenda Subject: "Accept donations [\$25 from A. and N. Lopez, \$40 from Anke and Leon Khochayan, \$50 from Gemma Mateossian, \$25 from James and Linda Johnson, \$50 from Freda Stuart, \$25 from Charlotte and Harry Rector, \$100 from Betty Grow and Margaret Dilmore, \$300 from George and Mary Wyman, \$50 from Barbara and

Bruce Capron and \$100 from Bob and Candace Rice] to the Washoe County Sheriff's Office Search and Rescue Unit to purchase equipment that will benefit the volunteers of Search and Rescue as well as the citizens of Washoe County; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts.)"

Commissioner Galloway told how in September Search and Rescue assisted the Reno Police Department in the search for 82-year old Guy Rector. Sadly, Mr. Rector was found a few days later deceased. Mrs. Rector was very thankful and asked that in lieu of flowers, donations be made to Search and Rescue. Commissioner Galloway thanked the donors on behalf of the Commission for their generous contributions.

There was no public comment on this item.

On a motion by Commissioner Jung, seconded by Commissioner Humke, which motion duly carried with Commissioner Weber absent, Chairman Larkin ordered that Agenda Item 6B be accepted and directed.

07-1320 AGENDA ITEM 6C - REGIONAL PARKS AND OPEN SPACE

Agenda Subject: "Approve Agreement between the County of Washoe and Synergy Communications LLC to hold a special event, Fiesta de Julio, at North Valleys Regional Park July 19-20, 2008; and if approved, authorize Chairman to execute Agreement upon presentation. (Commission District 5.)"

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Humke, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 6C be authorized, approved and executed.

07-1321 AGENDA ITEM 6D - WATER RESOURCES DEPARTMENT

Agenda Subject: "Approve and authorize Chairman to execute Water Rights Deed transferring 5.62 acre-feet between Washoe County and Truckee Meadows Water Authority for the benefit of the Spanos Corporation. (Commission District 2.)"

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Humke, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 6D be authorized, approved and executed.

07-1322 AGENDA ITEM 6E - PUBLIC DEFENDER'S OFFICE

Agenda Subject: "Approve Contract between the County of Washoe (Office of the Public Defender) and Board of Regents of the Nevada System of Higher Education to

utilize undergraduate and post-graduate social work student interns to assist in providing services to clients of the Washoe County Public Defender's Office; and if approved, authorize Chairman to execute Contract [no fiscal impact]. (All Commission Districts.)"

Commissioner Galloway stated that college students were volunteering at the Public Defender's Office and there was no cost to Washoe County.

In response to the call for public comment, Sam Dehne stated that students helping out in the Public Defenders Office was a great idea.

On motion by Commissioner Jung, seconded by Commissioner Humke, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 6E be approved, authorized and executed.

07-1323 AGENDA ITEM 6G - RISK MANAGEMENT

Agenda Subject: "Authorize Risk Manager to renew Tenant User Liability Insurance Policy with Lloyd's of London for one year [\$31,118.05]. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Humke, which motion duly carried with Commissioner Weber absent, Chairman Larkin ordered that Agenda Item 6G be authorized.

07-1324 AGENDA ITEM 6H - SENIOR SERVICES DEPARTMENT

Agenda Subject: "Authorize issuance of Invitation to Bid for Food Management Services for the Senior Nutrition Program. (All Commission Districts.)"

In response to the call for public comment, Sam Dehne stated he was adamantly in favor of Senior Nutrition, but thought the item description was too vague.

On motion by Commissioner Jung, seconded by Commissioner Humke, which motion duly carried with Commissioner Weber absent, Chairman Larkin ordered that Agenda Item 6H be authorized.

07-1325 AGENDA ITEM 6I - PURCHASING DEPARTMENT

Agenda Subject: "Accept proposal from Social Entrepreneurs Inc., in response to Washoe County's Request For Proposal No. 2621-08, to provide consulting services for development of the "Ready for Life" initial plan on behalf of Washoe County and the Youth Services Development Group, and authorize Purchasing and Contracts Administrator to execute an Agreement [proposed amount \$59,727] (Ready for Life

was a collaborative cross-agency effort to improve our community's success at engaging and graduating more "ready for life" students and re-engaging those who have prematurely left school). (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Humke, which motion duly carried with Commissioner Weber absent, Chairman Larkin ordered that Agenda Item 6I be accepted, authorized and executed.

07-1326 AGENDA ITEM 6J(1) - COMMUNITY DEVELOPMENT

Agenda Subject: "Appoint Sarah Chvilicek as an At-Large Primary Alternate (District 5) to fill a newly created position to June 30, 2009 on the North Valleys Citizen Advisory Board (Commissioner Weber, Commission District 5)."

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Humke, which motion duly carried with Commissioner Weber absent, Chairman Larkin ordered that Agenda Item 6J(1) be approved.

07-1327 AGENDA ITEM 6J(2) - COMMUNITY DEVELOPMENT

Agenda Subject: "Appoint Patrice Echola as Washoe County citizen representative to the HOME Consortium Technical Review Committee (TRC) for the remainder of a three year term that commenced July 1, 2007, consistent with the by-laws of the TRC. (All Commission Districts.)"

In response to the call for public comment, Sam Dehne stated he was in favor of Patrice Echola's appointment to the HOME Consortium Technical Review Committee.

On motion by Commissioner Jung, seconded by Commissioner Humke, which motion duly carried with Commissioner Weber absent, Chairman Larkin ordered that Agenda Item 6J(2) be accepted.

07-1328 AGENDA ITEM 6K(1) - DISTRICT HEALTH DEPARTMENT

Agenda Subject: "Approve amendments [increase of \$124 in both revenue and expenses] to the adopted Fiscal Year 2007/08 WIC Clinic Grant Program (IO 10031) budget, funded by a Notice of Subgrant Award from Nevada State Health Division, to bring the Fiscal Year 2007/08 adopted budget into alignment with the grant; authorize abolishing one vacant 1.0 full time equivalent benefits eligible Community Health Aide position (#70006451); authorize creation of on-call Community Health

Aide Intermittent Hourly position; and, direct Finance Department to make appropriate budget adjustments. (All Commission Districts.)"

Chairman Larkin acknowledged that in the past the sub-grant award would be accepted; however, he wondered if this position had gone before the Job Evaluation Committee due to the current hiring freeze. County Manager Katy Singlaub explained this would not go through the Job Evaluation Committee as the Committee set the pay for jobs based on job descriptions and the job descriptions were the same, they were just requesting an intermittent hourly wage to accommodate more flexible staffing. She added that this was a transfer/conversion. Ms. Singlaub remarked that replacement positions were generally supported and this being funded by a grant would have been supported.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Humke, which motion duly carried with Commissioner Weber absent, Chairman Larkin ordered that Agenda Item 6K(1) be approved, authorized, and directed.

07-1329 AGENDA ITEM 6K(2) - DISTRICT HEALTH DEPARTMENT

Agenda Subject: "Approve amendments [increase of \$34,000 in both revenue and expenses] to the adopted Fiscal Year 2007/08 Family Planning Grant Program (IO 10025) budget, funded by a Notice of Grant Award from Department of Health and Human Services Public Health Service, to bring the Fiscal Year 2007/08 adopted budget into alignment with the grant; and, direct Finance Department to make appropriate budget adjustments. (All Commission Districts.)"

Chairman Larkin thanked staff for supplying specific detail in the staff report, stating that constituents appreciated seeing where their tax dollars were being used.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Humke, which motion duly carried with Commissioner Weber absent, Chairman Larkin ordered that Agenda Item 6K(2) be approved and directed.

07-1330 AGENDA ITEM 6K(3) - DISTRICT HEALTH DEPARTMENT

Agenda Subject: "Approve amendments [net increase of \$153 in both revenue and expenses] to the adopted Fiscal Year 2008 Tobacco Education and Prevention Program Grant, IN 10010; and, direct Finance Department to make appropriate budget adjustments. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Humke, which motion duly carried with Commissioner Weber absent, Chairman Larkin ordered that Agenda 6K(3) be approved, adopted, and directed.

07-1331 AGENDA ITEM 6L(1) - PUBLIC WORKS DEPARTMENT

Agenda Subject: "Approve 60-month Lease Agreement between the County of Washoe and Edward F. and Carol Jean Newman to reduce the square footage occupied at the Centerpointe Professional Building (Lease term December 1, 2007 through November 30, 2012) [annual expense \$94,983 for Fiscal Year 2007/08]; authorize tenant improvement plan for Incline Justice Court and Incline Constable; and if approved, authorize Chairman to execute Lease upon receipt. (Commission District 1.)"

There was no public comment on this item.

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

07-1332 AGENDA ITEM 6L(2) - PUBLIC WORKS DEPARTMENT

Agenda Subject: "Approve naming a privately maintained un-named easement Ruby Ridge Lane (located approximately 0.25 mile west of Antelope Valley Road). (Commission District 5.)"

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Humke, which motion duly carried with Commissioner Weber absent, Chairman Larkin ordered that Agenda Item 6L(2) be approved.

07-1333 AGENDA ITEM 6M(1) - ASSESSOR'S OFFICE

Agenda Subject: "Approve Roll Change Requests for Factual and Clerical Errors in the 2007/08, 2006/07, 2005/06, 2004/05 Personal Property Tax Rolls; and if approved, authorize Chairman to execute Exhibits A, B, C, D, E and F [cumulative amount of reduction in tax revenue \$74,345.43]. (All Commission Districts.)"

There was no public comment on this item.

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

07-1334 AGENDA ITEM 6M(2) - ASSESSOR'S OFFICE

Agenda Subject: "Approve Roll Change Requests for errors discovered for the 2008/2009, 2007/2008, 2006/2007, 2005/2006 secured and unsecured tax rolls as outlined in Exhibits A and B; and if approved, authorize Chairman to execute Orders listed on the exhibits and direct Washoe County Treasurer to correct the errors [cumulative amount of reduction \$54,485.17]. (All Commission Districts.)"

There was no public comment on this item.

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

07-1335 AGENDA ITEM 6N(1) - DISTRICT ATTORNEY'S OFFICE

Agenda Subject: "Approve Agreements for Participation in Health Benefits Program (one between the County of Washoe and Washoe Legal Services and one between the County of Washoe and Nevada Legal Services) to allow employees of local legal services organizations to participate in Washoe County's health benefits program upon payment of monthly premiums; and if approved, authorize Chairman to execute the Agreements. (All Commission Districts.)"

In response to the call for public comment, Sam Dehne wanted to know what the cost would be to Washoe County.

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

07-1336 AGENDA ITEM 6N(2) - DISTRICT ATTORNEY'S OFFICE

Agenda Subject: "Approve revisions to adopted Public Records Policy and Procedures to incorporate changes made by the 2007 Nevada Legislature and to include an appendix addressing the public records status of employee e-mails."

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Humke, which motion duly carried with Commissioner Weber absent, Chairman Larkin ordered that Agenda Item 6N(2) be approved.

07-1337 AGENDA ITEM 6F - DISTRICT COURT

Agenda Subject: "Accept Felony DUI Court Treatment Program Grant Award [\$100,000 with in-kind soft match of \$34,499] from Nevada Department of Public

Safety - Office of Traffic Safety retroactively for the period October 1, 2007 through September 30, 2008; and if accepted, authorize creation of one full time equivalent Pretrial Services Officer II to work as the Program Coordinator and direct Finance to make appropriate budget adjustments. (All Commission Districts.)"

Senior Judge Peter Breen appeared at the direction of Judge Jerry Polaha to request that the Board accept the grant offer this year with the probability of receiving two more years of grants from the Department of Public Safety. Judge Breen addressed the Commission explaining how this grant would support the start-up costs for an employee and some equipment for a felony DUI program as established by Senate Bill 277 (SB277). The bill would require the District Court to offer an alternative to prison for third time DUI felons by enrollment into a DUI Treatment Program. Judge Breen cited the Clark County's highly successful DUI program, Serious Offender Program, which was developed with the assistance, consent, and participation of STOP DUI - counterpart to Mothers Against Drunk Drivers or M.A.D.D. Judge Breen explained going to prison did not stop people from leaving prison and drinking; they do not get treatment after they have paid their debt to society. A letter from Judge Polaha, a copy of SB277, a copy of a letter of support and summary of the program from Chief District Judge Kathy A. Hardcastle, and grant application were placed on file with the Clerk.

Sandy Heverly, Executive Director for STOP DUI and victim advocate, spoke in support of the program stating, this program would save lives and change the behavior of DUI offenders. She told of Larry Mahoney, who created the worst drunk driving crash in the history of the United States, in which 24 children and three adults were burned to death, and 14 other children were severely injured. Ms. Heverly stated that every drunk driver was a potential Larry Mahoney. She asked the Commission to look at not only the cost of the program but at the cost of lives. On behalf of STOP DUI, Ms. Heverly offered to donate the first dozen club devices to be used in the program.

John Johansen, Impaired Driving Program Manager for the Office of Traffic and Safety, Department of Public Safety, spoke in support of the program and cited the highly successful Serious Offender Program in Clark County. He stated that with the three-year seed money granted to this program, it would become self-sustaining in approximately three years. The Serious Offender Program resulted in savings in court costs, law enforcement costs, and the reduction of dangers to citizens on the highway.

Commissioner Humke stated he believed this program would help DUI offenders, but he expressed concern about the costs of treatment for felons and why those costs should be borne by Washoe County and this court district and not the State. Mr. Johansen explained it was a court problem. He further explained that those offenders would be dealt with by municipal court, justice court, and district court entities. He said the seed money provided would pay for an individual case manager/coordinator who would keep track of program participants by gathering information and reporting to the courts.

Commissioner Humke commented that SB277 did not contain a State appropriation and the grant money being referred to was federal. He also questioned who

would pay if an accepted defendant were not able to stand all costs. Mr. Johansen answered that failure to pay was grounds for termination from the program with immediate sentencing to prison because it was a felony program. He went on to say that since 1998 District Court 8 in Las Vegas never terminated anyone for failure to pay. This program was designed to make the individuals responsible for paying for their own treatment. Offenders were re-directing substance abuse money into the program and it was helping them get well. He explained there was a sliding scale built into the program for those that could not pay the entire cost.

Commissioner Galloway wondered how often those offenders appeared before the court. Judge Breen answered they would appear once a week at first and then as confidence was gained in their recovery, they would appear less often.

Commissioner Galloway confirmed that the case management fee would not pay for appearances before the court. Judge Breen verified this and added that the grant was designed to de-fray the cost of local government, and that Washoe County would likely not make a profit or break even. Judge Breen stressed that Legislature was requiring this to be done without supplying the money, but nevertheless, it must be done. Judge Breen stated this was a State law and these crimes were committed locally. He also added that he planned to apply for \$80,000 from Assembly Bill 29 (AB29) funds next year and that would help the program.

Commissioner Galloway requested a clarification of AB29. Judge Breen explained that AB29 came into effect several years ago and it related to all fees for misdemeanors. The money collected would be apportioned by the administrative office of the courts to the various counties and districts depending on need. Drug Court would receive many thousands of dollars each year. Judge Breen went on to explain that people who were charged with these kinds of crimes seemed to be able to afford to pay at a higher rate than drug courts. The extreme poor would be excused and would be provided for. He spoke of a chart he kept in Drug Court that showed over the years that the State paid an increasing percent of the costs for that court and felt that this could happen with a DUI Court. Judge Breen spoke again of local costs and public safety and felt there was a duty to reduce the danger to our citizens.

Commissioner Galloway asked Judge Breen if he would be willing to go to the Legislature in subsequent years and request money for this program on a permanent basis. Judge Breen agreed to keep attending Legislature and requesting money for this program.

Chairman Larkin had questions regarding house arrest, and if that would fall upon the Sheriff's department. He asked if Judge Breen knew that the Sheriff was proposing to remove the house arrest program from his burden. He further noted that the Board was not yet considering that proposal. Chairman Larkin also questioned the demographics of Clark County compared to Washoe County. Judge Breen, responded that he did know about the Sheriff's proposal regarding house arrest and was planning on using a private contractor, Sentinel, who worked with Court Services. He hoped to work with

Parole and Probation Offices at a later date. Judge Breen remarked that alcoholism was the same wherever it occurred and the defendants were interchangeable.

Commissioner Humke read from Judge Polaha's letter, regarding the involvement of Parole and Probation. He explained he had attended a Criminal Advisory Committee Meeting and spoke with Parole and Probation who were willing to discuss house arrest for this program. Commissioner Humke felt State employees should be used to provide some services rather than outside contractors or County employees. He wondered if Judge Breen had the same desire. Commissioner Humke also wanted to know about the cost and impact on jail population if DUI Court used the sanction of incarceration at the County jail. Judge Breen replied he would very much like to use Parole and Probation for house arrest, as they had been a valuable addition to Drug Court in past years. He explained that Douglas County had started their DUI Court last week and they were using Parole and Probation for house arrest. In response to Commissioner Humke's questions regarding the County jail, Judge Breen responded that Community Service had worked well in Drug Court and would be the primary sanction used for this program.

Chairman Larkin wanted to know if the success of the Clark County Program was measured by its expansion and the addition of judges. Mr. Johansen explained that Justice Court had expanded because less than 10 percent of cases were referred to Justice Court, so 90 percent of offenders were not able to take advantage of treatment programs.

Mr. Johansen commented that statewide there was one DUI driver for every 104 licensed drivers and regionally, there was one arrest for every 96 licensed drivers.

Chairman Larkin had questions regarding the number of graduates from Clark County's program and what costs the county could be responsible for if the offender defaulted in payments. Mr. Johansen responded that the total number of graduates from the three-year program was 214, and the total number of graduates from the shorter treatment program by Limited Jurisdiction Court was 356. He further explained the offender would make payments directly to the vendor and those payments would not go through the court. In order to participate, the offender must meet the conditions and requirements of the program including payments for individual counseling, group counseling, house arrest, interlock devices and certain other equipment that may be required.

In response to the call for public comment, Sam Dehne approved of Item 6F and asked the Commission to think about tax dollars saved by not putting these offenders in prison, in addition to the cost of treatment programs.

Commissioner Galloway commented that he was enthusiastic about the program. His prior questions were to clarify the lack of State participation, but he hoped that in the future with the judges' continuing help that would be resolved.

Commissioner Humke acknowledge he enthusiastically supported this motion and he was in the Legislature long ago when a more punitive approach creating the

one to six year felony DUI, known as Simple DUI, was undertaken. He spoke of how this created the Honor Camp Treatment, an entire new set of prisons and how expensive prisons had become.

Chairman Larkin commented he was looking forward to hearing from Judge Breen next year for a report on how Clark County was doing.

On motion by Commissioner Jung, seconded by Commissioner Galloway, which motion duly carried with Commissioner Weber absent, Chairman Larkin ordered that Agenda Item 6F be accepted, authorized and directed.

07-1338 AGENDA ITEM 7 - COMPTROLLER'S OFFICE

Agenda Subject: "Recommendation to accept the Washoe County Comprehensive Annual Financial Report (CAFR), Auditor's Report and internal control communication for the Fiscal Year ended June 30, 2007 as presented, and authorize the Comptroller's Office to proceed with distribution of the CAFR for public record, as required by law. (All Commission Districts.)"

Patricia Gonzales, Comptroller, conducted a PowerPoint presentation that provided a brief overview of the Washoe County Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ended June 30, 2007, which was placed on file with the Clerk. She stated she included information from a countywide perspective, which included all activities of the County and its component units, reported in a manner similar to private sector reports. She also presented combined governmental funds by fund type with a focus on near term inflows and outflows as spendable resources. In summary, Ms. Gonzales stated the County's financial results remained favorable even though there were current economic concerns. She noted the audit of federal grants was done separately and would be submitted to the Commission at a later date. She said by approving this report, the Board was authorizing the augmentation to the current year's fiscal year budget for commitments existing at June 30th for encumbrances and reserves.

In response to Commissioner Galloway, Ms. Gonzales said the Rainy Day Fund was a stabilization fund within the special revenue fund with a balance of around \$3 million.

Felicia O'Carroll, Partner, Kafoury Armstrong & Co., said the audit was given an unqualified opinion, which was the highest level of assurance offered by the CPA profession. She discussed the five potential statute violations in Footnote 2 and the communication issues between the County and its component units, Truckee Meadows Fire Protection District (TMFPD) and Sierra Fire Protection District (SFPD). She said everyone was aware of the issue and were working towards a resolution.

Ms. O'Carroll noted significant accounting changes were coming next year that would impact the County, such as new risk assessment standards. She stated the most significant change would be the focus on internal controls, which would require analyzing

the design and effectiveness of the County's internal control systems over financial reporting, data gathering, and documentation. She said that requirement would result in the need to have all internal control systems documented, and if they were not documented, the auditor would do them during the audit process with the County being billed. She stated she had met with a number of County representatives to discuss how the impact could be minimized and still generate documents that would be valuable to the County going forward.

Commissioner Galloway asked if it would be valuable to have the whole package of documentation of internal control systems come to the Board for consideration. Ms. O'Carroll commented that would be beneficial. Commissioner Galloway felt that would be an incentive to get it all done.

Chairman Larkin asked if it was taken into consideration that the SFPD was a new entity and its relationship with the County was not yet fully documented. Ms. O'Carroll agreed that was considered. She indicated part of the reason for the issue was everything happened so close to July 1st. Chairman Larkin commented it was disturbing there was a communication problem with TMFPD. Ms. O'Carroll felt the problem arose from TMFPD not having any employees within the County. She felt sometimes lines were a little blurred with County employees acting on behalf of both the TMFPD and the County. She said communication was now happening and the process of formalizing that communication was being done.

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Galloway, which motion duly carried with Commissioner Weber absent, Chairman Larkin ordered that Agenda Item 7 be accepted.

2:50 p.m. The Board took a temporary recess.

3:05 p.m. The Board reconvened with Commissioner Humke temporarily absent.

07-1339 AGENDA ITEM 8 - APPEARANCE

Jeff Fontaine, Executive Director, Nevada Association of Counties (NACO).

Agenda Subject: "Update on NACO activities."

Mr. Fontaine thanked the Commission for its support of NACO. He noted Commissioner Weber would be the Association's President Elect in 2008 and its President in 2009. He said Commissioner Weber was also elected as one of two Nevada representatives to the National Association of Counties (NACo) Board of Directors. He indicated NACO appreciated the help of County staff and looked forward to a continuing cooperative working relationship.

3:07 p.m. Commissioner Humke returned to the meeting.

Mr. Fontaine said NACO's mission was to serve the collective interest of Nevada's 17 counties and a county's individual interests where appropriate. He discussed the following NACo programs. He said the U.S. Communities Purchasing Alliance program allowed a county to access nationally bid contracts, which saved Washoe County nearly a \$100,000 over the last few years. He said another relatively new program was a contract NACo had with Nationwide Insurance to provide an IRS 457 compensation program for County employees. He said the third program was a discount drug card program offered at no cost to the County or the County's constituents, which was a great program for the uninsured or underinsured.

Mr. Fontaine said current issues at the federal level being monitored were payment-in-lieu-of-taxes, mining reform, RS 2477 roads, Clean Water Act reauthorization with the proposal to remove the word "navigable," public lands, and consolidated tax distribution. He stated there were things taking place at the State level including interim legislative, public lands, and transportation committees. He said the consolidated tax distribution formula and potential budget cuts were being looked at. He indicated NACO sent a letter to the Governor asking him to listen to concerns from the counties regarding any potential health and human services cuts.

Mr. Fontaine said NACO would continue to hammer on home-rule during the next legislative session because the Legislature spent a lot of time on trivial home-rule issues that could be better spent on bigger issues. He stated county revenue would be a big issue with a comprehensive look being taken at Nevada's tax policies, including the property tax structure. He said everything possible should be done to protect existing county revenues and counties should be given a say in tax abatements. He stated the State would be encouraged to maintain its infrastructure with the state transportation system being the most important example of why that was an important issue for everyone. He stated other issues would be the consolidated tax, unfunded mandates, economic development, and long-term care.

Mr. Fontaine stated Senate Bill 490 substantially reduced the number of bill drafts that counties, cities, and associations could submit. He felt everyone should be judicious in developing bill drafts and NACO would work with the counties on any NACO bill draft requests.

Mr. Fontaine said NACO had a strategy and that message needed to be developed. He indicated facts should be prepared about what counties do and how important they were in the lives of people. He stated it should also be shown how efficient counties were to counter the perception in the Legislature that the counties were awash in money when they were facing serious revenue shortfalls. He said Washoe County and the other counties had already made budget cuts, and he was not sure how much more they could bear in budget reductions or the redirection of revenue. He stated the message needed to be delivered early and often. He said commitments should be gotten from county

commissioners to meet with their legislators and to get the issues out to the public. He said NACO also wanted to work closely with affiliate associations such as the Clerks, the District Attorneys, Sheriffs and Judges.

Within NACO, Mr. Fontaine commented he wanted to develop models to analyze the impacts of proposed legislation on county budgets and on tax issues. He said NACO also wanted to get Clark County more actively involved.

Mr. Fontaine asked for the Board's help in the coming session because he felt it would be very important for everyone to stand together. He indicated NACO was very pleased Washoe County would be hosting the 2010 NACo conference.

Chairman Larkin thanked Mr. Fontaine for giving a thumbnail sketch of NACO's very ambitious agenda. He felt using NACO to drive some of the issues would be important.

In response to Commissioner Galloway, Mr. Fontaine indicated NACO, at both the state and national level, was concerned about an amendment that would remove the word "navigable" from the Clean Water Act because of concerns about the types of projects the Army Corp of Engineers might want to have jurisdiction over.

On the legislative issues, Commissioner Galloway asked if NACO was developing networking relationships with legislators willing to address NACO concerns. Mr. Fontaine said NACO was starting to meet with legislators and leadership in the Assembly and Senate to let them know what the NACO issues were. He said he was not aware of any specific bill draft requests at this point. Commissioner Galloway said he had an issue that dealt with special assessment districts to maintain roads that do not meet county standards. He felt some kind of legislation would be good if all 17 counties agreed, and he felt a legislator could be found that would be willing to carry it. He indicated he would like to meet with NACO on this issue.

In response to Commissioner Humke, Mr. Fontaine replied an announcement would probably be made next week about the replacement for the legislative staff member.

There was no action was taken on this item.

07-1340 AGENDA ITEM 9 - APPEARANCE

**Michael Capello, Director, Washoe County Social Services
Karen Barsell, Chief Executive Officer and President, United Way of
Northern Nevada and the Sierra**

Agenda Subject: "Presentation regarding financial stability for the citizens in the region."

Mr. Capello introduced Ms. Barsell. He indicated they would take turns conducting the PowerPoint presentation, which was placed on file with the Clerk.

Ms. Barsell thanked Washoe County employees for their incredible contributions year-to-year. She noted they were one of the area's top campaigns for annual workplace giving.

Ms. Barsell discussed the United Way of Northern Nevada and the Sierra's service territory and the three target areas that would help them with the United Way's mission to link the community's will and resources to improve lives. She indicated the United Way would be moving from its basic needs model to an initiative to increase financial stability. She stated hard working, low- to moderate-income families benefited from achieving financial security, as did their employers and their communities.

Ms. Barsell appealed to the County to host a regional summit to discuss financial stability with representation by a cross sector of the community that would go across jurisdictions. She said it was hoped another outcome would be to populate the Nevada 211 system with information that would be available to all citizens in the region.

Mr. Capello discussed the benefits of financial stability and presented some facts about American families.

Ms. Barsell addressed recent articles in the *Business Week* and the *New York Times* about home sales, prices, and the increase in foreclosures including and increase in Washoe County. She said today's *Wall Street Journal* commented on the number of homes in which no one was living.

Mr. Capello discussed graphs indicating the increase over the last few years in Washoe County Notices of Default, the reduction in housing permits for the County, and the number of properties returned to the bank (REO's) for Nevada by county.

Ms. Barsell said the United Way in 2008 was selecting strategic areas for focus based on a better understanding of incoming data as well as a better understanding of work being done in the region. She stated the United Way was taking a stepped approach for families to obtain financial security. She said the first step was to increase income, then build savings, and finally to gain and sustain assets. She commented each United Way across the country tailored this model to better fit the community served. She explained this region's emphasis was to coordinate efforts to increase income by reducing unclaimed Earned Income Tax Credits (EITC's). She stated 15 percent of those qualifying for EITC's nationally never claimed them. She said \$11.5 million dollars sit on the table every year in Washoe County.

Ms. Barsell reiterated her comments about the County hosting a regional summit, while noting she hoped it could take place in early spring. She emphasized it would take the entire community working together to reach the region's goals.

Commissioner Galloway noted tax returns could be amended retroactively for four to five years, which would put those dollars into the economy. He asked if there was a clinic where people could go to have past returns examined for EITC's that were not taken. Ms. Barsell said there were several Volunteer Income Tax Assistance (VITA) sites in this area, but more were needed.

Commissioner Jung suggested asking taxpayers to bring in their past returns to be looked at while current returns were being prepared because the infrastructure already existed. Ms. Barsell agreed the infrastructure existed but it would need to be expanded. She stated additional sites were being added to Winnemucca and Elko in Northern Nevada, but more sites could be used locally.

Chairman Larkin commented the stepped approach to financial security came right out of basic economic development. He felt the Commission's leadership being used to bring everyone together was right on, and the time to hold the summit was now. He said if \$11 million had been available for the last four years, it meant there was close to \$50 million that could be pumped back into the local economy. Ms. Barsell replied those numbers for Washoe County came from a Brookings Institute Study in 2005, and she confirmed the amount was for every year. She said the figure was about \$20 million a year for the region. She stated this was a huge economic development opportunity.

Chairman Larkin said this item was not styled for action, but he would like to see the Commission move forward on it. He stated he was sure a venue could be found, and the Manager's budget had some money to pay for the venue. He felt the cities would be interested in this as well.

Commissioner Galloway said a public service message could be broadcast using County television time informing citizens that if they fell within a certain income level they should have their tax returns examined for EITC's that were not taken.

Chairman Larkin thanked Ms. Barsell for the presentation. Ms. Barsell thanked the Commissioners for their support.

There was no action was taken on this item.

07-1341 AGENDA ITEM 18 - PUBLIC WORKS DEPARTMENT

Agenda Subject: "Recommendation to accept update on status of redevelopment of the County-owned downtown site bounded by Virginia, Court and Sierra Streets and provide direction to staff to develop an interlocal cooperative agreement with the Reno Redevelopment Agency. (Commission District 3.)"

Dan St. John, Public Works Director, indicated his staff and that of the Reno Redevelopment Agency were working very closely on this effort and things were moving along regarding the Request for Qualification process. He indicated there were a number of development teams interested in discussing the opportunities for the site.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Humke, which motion duly carried with Commissioner Weber absent, Chairman Larkin ordered that Agenda Item 18 be accepted and that the County Manager be directed to pursue an Interlocal Agreement with the Reno Redevelopment Agency, that she request participation from two members of the Commission on a voluntary basis, and that she further coordinate efforts with the Reno City Manager.

07-1342 AGENDA ITEM 19 - PUBLIC WORKS DEPARTMENT

Agenda Subject: “Recommendation to accept an update on the progress of the Court Complex Master Plan project. (Commission District 3.)”

Dave Solaro, Capital Projects Division Manager, conducted a PowerPoint presentation on the Washoe County Courts Complex Master Plan Update dated November 20, 2007, which was placed on file with the Clerk.

Mr. Solaro noted the master plan project was a study that projected build out of the community forward, which would be around 700,000 people based on projections by the Community Development department. He said that might occur faster or slower than what was currently being looked at depending on what the economy did in addition to other factors. He said there were dates contained in the plan, but he reminded everyone the dates were flexible based on what the population did and the need for additional resources was tied to population growth.

Mr. Solaro said staff went back and looked at operational adjustments and efficiencies due to technology based on comments by the Commissioners, and he discussed the possible savings. He stated staff was trying to create enough space on the Pioneer site for future expansion. He noted there was resistance from some user groups to some of the ideas such as video arraignments, while the Justice Court and Family Court were preparing user surveys to see how night court might fit in. He stated projections were being done on how much space these ideas would save and the projections would be part of the final report.

Mr. Solaro discussed the parking requirements from 2012 to build out and that taking care of the parking was being developed as part of this master plan.

Chairman Larkin asked if there was an idea how big a structure would be needed for 1,795 spaces. Mr. Solaro stated staff was looking at 750 spaces for the development of the Pioneer site, which would be a six-story structure that would take up about an acre and would meet over half of the need right now.

Mr. Solaro said nine options were being looked at, with different pieces being picked that would work best for the users. He stated an effort was being made to boil

the options down to two to three. He explained all of the development options projected a need of 150,000 square feet to be constructed in the 2012 timeframe, which embedded all of the assumptions about current workloads. Chairman Larkin asked if caseloads decreased by 5 percent by 2012, what would that do to the need for new construction shown by the black line on the Facility Development Sequence (1B) chart. Mr. Solaro replied it would decrease the height of the black line, meaning 120,000 square feet might be needed instead of 150,000 square feet, but that might make the next block bigger. Chairman Larkin felt that graph was valuable if some of the sensitivity analysis was then put into place. Mr. Solaro confirmed the sensitivity analysis would be added in addition to the cost projections.

Mr. Solaro reiterated three options would be selected for further development so the associated cost estimates could be developed. He said that information would be presented at user group workshop number 4 in late December with a target to bring everything back to the Commission in January for review.

In response to Commissioner Galloway, Mr. Solaro replied the projections for when the first phase was built, there would be an additional 700 parking spaces provided at the Pioneer site. He said currently about 900 downtown parking spaces were being provided, with 335 spaces being provided on the Pioneer site. He clarified the parking obtained by a new building on the site would replace the 335 temporary spaces.

There was no public comment on this item.

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

BLOCK VOTE - AGENDA ITEMS 10, 11, 12, 14, AND 16

Agenda Items 10, 11, 12, 14, and 16 were considered as a block vote.

07-1343 AGENDA ITEM 10 - SOCIAL SERVICES DEPARTMENT

Agenda Subject: “Recommendation to approve and execute an Intrastate Interlocal Contract between the County of Washoe (Department of Social Services) and State of Nevada, Department of Health and Human Services, Division of Child and Family Services, to maintain funding for the integrated child welfare service system in Washoe County from January 1, 2008 through December 31, 2009 [not to exceed \$46,627,777]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Galloway, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda

Item 10 be approved and executed. See the Intrastate Interlocal Contract Between Public Agencies attached hereto and made a part hereof.

07-1344 AGENDA ITEM 11 - MANAGER'S OFFICE

Agenda Subject: "Recommendation to consent to accept the action taken by the Truckee River Flood Management Project Coordinating Committee to approve a renewal of the employment contract with Naomi Duerr, Flood Project Director, with a 2% merit increase retroactive to July 26, 2007."

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Galloway, which motion duly carried with Commissioner Weber absent, Chairman Larkin ordered that Agenda Item 11 be accepted.

07-1345 AGENDA ITEM 12 - PURCHASING DEPARTMENT

Agenda Subject: "Recommendation to award Invitation to Bid No. 2619-08 for Drug Testing Services, to the lowest responsible, responsive bidder meeting specifications, Quest Diagnostics Incorporated [estimated annual amount \$116,597.40]; and it is further recommended that the Purchasing and Contracts Administrator be authorized to enter into an Agreement for one year, commencing December 1, 2007 through November 30, 2008, with the provision for two, one-year extensions at Washoe County's option. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Galloway, which motion duly carried with Commissioner Weber absent, Chairman Larkin ordered that Agenda Item 12 be awarded and authorized.

07-1346 AGENDA ITEM 14 - WATER RESOURCES DEPARTMENT

Agenda Subject: "Recommendation to approve the purchase of 30 gallons per minute of well capacity in Tessa Well Number 1 from PKE Holdings, Ltd. [\$166,380]; and if approved, authorize the Department Director to issue the purchase order to PKE Holdings, Ltd. (Commission Districts 1 and 2.)"

Commissioner Galloway said the County owned 629 gallons per minute out of the total capacity of 850 gallons per minute. He asked if this well was drilled and then the County bought into it. Paul Orphan, Engineering Manager, stated both Tessa Wells were privately drilled, constructed, and equipped. He confirmed the County had increased its capacity by buying chunks or having chunks dedicated to the County for assignment.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Galloway, which motion duly carried with Commissioner Weber absent, Chairman Larkin ordered that Agenda Item 14 be approved and authorized.

07-1347 AGENDA ITEM 16 - JUVENILE SERVICES DEPARTMENT

Agenda Subject: “Recommendation to approve the Intrastate Interlocal Contract between the County of Washoe (Department of Juvenile Justice Services) and the State of Nevada, Division of Child and Family Services to temporarily house juveniles under the jurisdiction of the State Youth Parole Bureau in the Wittenberg Hall Juvenile Detention Facility (effective July 1, 2007 to June 30, 2009) [Washoe County to be reimbursed at a cost of \$80 per day per youth with a total contract not exceeding \$141,600 in Fiscal Year 2008 and \$141,600 in Fiscal Year 2009 to a maximum of \$283,200]; and if approved, authorize Chairman to execute Contract. (All Commission Districts.)”

Commissioner Jung stated the full cost to Washoe County was \$200 per day to house juveniles and the County was only reimbursed by the State at \$80 per day.

There was no public comment on this item.

Commissioner Humke commented these were youth who were clearly the responsibility of the State of Nevada. He asked if they were originally residents of Washoe County. Les Gruner, Detention Division Director, explained the parole process and jurisdiction. Commissioner Humke felt this was an example of another State unfunded mandate.

Mr. Gruner noted Washoe County was a part of the State of Nevada Association of Juvenile Justice Administrators. He explained all of the counties in the State with detention centers that had contracts with the State received \$80 per day. He said the primary goal of the association was to address this issue during the next legislative session.

Commissioner Humke commented the Juvenile Justice Administrators were a strong and vital group and was a good group to be affiliated with.

On motion by Commissioner Jung, seconded by Commissioner Galloway, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 16 be approved and executed. See the Intrastate Interlocal Contract Between Public Agencies attached hereto and made a part hereof.

07-1348 AGENDA ITEM 13 - WATER RESOURCES DEPARTMENT

Agenda Subject: “Update on services relating to title research for water rights associated with street rights-of-way and approve and authorize the Chairman to execute Amendment No. 2 to the Agreement for Consulting Services between TEC 1,

Inc. and Washoe County dated November 28, 2006 [\$200,000 contract reduction]. (All Commission Districts.)”

Katy Singlaub, County Manager, stated the work was not taking as long as anticipated, so the County was requesting a \$200,000 contract reduction.

Chairman Larkin said the County was still short on its commitment of 1,300 acre-feet. Ms. Singlaub said it was still being worked on. She stated this was related to the 6,700 acre-feet that were important for the Truckee River Operating Agreement (TROA) and the Water Quality Settlement Agreement and were the responsibility of the Cities and the County in the completion of TROA.

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Humke, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 13 be approved, authorized, and executed.

07-1349 AGENDA ITEM 15 - REGISTRAR OF VOTERS

Agenda Subject: “Request for approval, as directed by the Board of County Commissioners at its September 18, 2007 meeting, to reconvene the Elections Task Force for the purpose of reviewing the Registrar of Voters’ operational procedures and security features currently in use, to make appointments to the Elections Task Force from the list of volunteers (or other members that the Board of County Commissioners may choose) and to direct Finance to transfer \$7,000 from Contingency to the Registrar of Voters’ Budget (account #112100-710110) to cover the cost for employing the services of a meeting facilitator and for overtime costs of the County Clerk’s recording staff. (All Commission Districts.)”

Dan Burk, Registrar of Voters, stated he was directed on September 18, 2007 to start the process of reconvening the Elections Task Force, which would be like the one appointed in 1999. He said the task force would look at security procedures so the people in Washoe County could be assured that the voting systems were correct, were accountable, transparent, and had a way for the accuracy of the count to be proved. He stated the item at the September meeting did not have a financial piece attached, however today’s item did. He said the request was for \$7,000, of which \$5,000 would go to a mediator and would help in writing the final report to be brought forward to the Commission. He stated it was originally thought \$2,000 would go to the Clerk’s Office to support overtime for staff to record the meeting, but the time this task force would meet was during the Board of Equalization hearings that the Clerk’s Office was involved in. He said that meant someone would have to be hired or arrangements made for someone to do the transcriptions to create the record.

Mr. Burk said there were 10 names recommended for the task force. He stated Commissioner Galloway recommended that the same people that participated in the

original task force be recruited, and he discussed how the following final list of names was arrived at: Martha Gould, Jean Stoess, Donna Kollman, Robert Legoy, Sr., G. David (Dave) Hollecker, Gregory Neuweiler, Chester Henry, Michael Weber, Samantha (Sam) Hudson, Amy Curtis-Webber. He said the appointment of Mr. Weber was a concern last time, but there was no problem today because Commissioner Weber was not present to vote. Melanie Foster, Assistant District Attorney, indicated Commissioner Weber would have to make a disclosure in advance if she were present.

Mr. Burk said Commissioner Weber indicated to him she wanted the people represented that had the greatest stake in what was being done. He stated there had been an attempt to have someone from Senator Harry Reid's staff and from Senator John Ensign's staff for balance, but that did not work out. He said the next best thing was getting Ms. Curtis-Webber. Chairman Larkin commented there was representation from the two parties that represented probably 95 percent of all the voters.

Mr. Burk indicated there would be four to five meetings and any resulting recommendations would be brought to the Board of County Commissioners.

In response to Chairman Larkin, Mr. Burk said all of the people on the list had agreed to serve, and any recommendations would be brought before the Commission before the end of March 2008 in case there would be any fiscal impact.

In response to Commissioner Galloway, Mr. Burk stated Ms. Foster agreed the meetings needed to be agendized and posted as public meetings. He said there would be public comment and people would be able to speak on agenda items.

Chairman Larkin lamented today's lack of public comment on this item considering its importance.

On motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried with Commissioner Weber absent, Chairman Larkin ordered that Agenda Item 15 be approved, appointed, and directed.

07-1350 AGENDA ITEM 17 - COMMUNITY DEVELOPMENT DEPARTMENT

Agenda Subject: "Introduction and first reading of an Ordinance amending the Washoe County Development Code, Chapter 110, concerning flood hazards, by replacing the flood plain storage map with reference to the Department of Water Resources' updated maps, by adding Federal Emergency Management Agency (FEMA) requirements upon the County and applicants for approval of flood management plans, by adding FEMA construction standards and flood zone requirements in Article 416, by updating certain definitions in Article 902, and by enacting a new Article 920 entitled "definitions for floodplain management", and providing other matters properly related thereto (DC07-002)."

Mike Harper, Planning Manager, stated this was a request by FEMA to bring the County's ordinance into conformance with their rules and regulations. He explained failure to approve these amendments would result in the inability of the County to qualify for flood insurance. He said staff looked at this, made some changes, and separated out the definitions that dealt with flood management and flood control issues from other definitions that currently affect development in the County from a land use perspective to avoid confusion. He recommended the Board introduce the ordinance and bring it back the first meeting in December for a second reading and adoption.

Commissioner Galloway asked if the map revisions were significant in the FEMA update. Mr. Harper replied what the Code did was transfer the mapping from the Engineering Division to the Water Resources Department. He clarified map revisions were handled through a particular process. Commissioner Galloway indicated he had anticipated a supplement being handed out on the maps to bring the Board up to date on what the FEMA designations were. He noted the maps did not have to be part of this item because they were simply being referenced, but he was interested in all of the revisions to any maps that took place in the last few years.

There was no public comment on this item.

Bill No. 1533, entitled, "**AN ORDINANCE AMENDING THE WASHOE COUNTY DEVELOPMENT CODE, CHAPTER 110, CONCERNING FLOOD HAZARDS, BY REPLACING THE FLOOD PLAIN STORAGE MAP WITH REFERENCE TO THE DEPARTMENT OF WATER RESOURCES' UPDATED MAPS, BY ADDING FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REQUIREMENTS UPON THE COUNTY AND APPLICANTS FOR APPROVAL OF FLOOD MANAGEMENT PLANS, BY ADDING FEMA CONSTRUCTION STANDARDS AND FLOOD ZONE REQUIREMENTS IN ARTICLE 416, BY UPDATING CERTAIN DEFINITIONS IN ARTICLE 902, AND BY ENACTING A NEW ARTICLE 920 ENTITLED "DEFINITIONS FOR FLOODPLAIN MANAGEMENT," AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO.**" was introduced by Commissioner Humke, the title read to the Board and legal notice for final action of adoption directed.

07-1351 AGENDA ITEM 20 - REGIONAL PARKS AND OPEN SPACE DEPARTMENT

Agenda Subject: "Review, discussion and possible action regarding Request for Proposal No. 2622-08, Operation/Management of Public Golf Courses."

Doug Doolittle, Regional Parks and Open Space Director, discussed the direction received on September 10, 2007 regarding the operation and management of the public golf courses as detailed in the staff report dated November 13, 2007.

Al Rogers, Regional Parks and Open Space Assistant Director, conducted a PowerPoint presentation on the Request for Proposals (RFP's) received, which was placed

on file with the Clerk. He noted the RFP was a joint effort by the Reno-Sparks Convention and Visitors Authority (RSCVA), the City of Reno, and the County. He said within the RFP each agency had parameters specific to that agency. He discussed the Washoe County parameters for the RFP.

Mr. Rogers noted that the market analysis did not provide a true market picture because of the tax-exempt debt held by all of the agencies. He stated Internal Revenue Service (IRS) rules precluded any type of lease agreement, so instead management fee proposals were received for running the golf courses. He said none of the submittals indicated they would be willing to pay the performance bonds, no financial risk was assumed in any of the scenarios, nor were any plans brought forward to address the debt held by the agencies. He stated none of the proposals addressed any major capital investment.

Mr. Rogers indicated the most difficult part of the process was matching the information contained in the proposals. He summarized the individual proposals received for both Washoe County courses. He stated golfing in Washoe County was unique because management was currently two-thirds contracted out and professional services in food and beverage was contracted out. He indicated maintenance was the only in-house service, which was operated very efficiently.

Mr. Rogers stated the Washoe Golf Course operated at a profit and the growth in the North Valleys had great potential for the Sierra Sage Golf Course.

Mr. Rogers felt this process had value because it was a true team effort to put all of the information together. He said the information contained in the proposals validated the ERA report that the region was oversaturated with golf courses and that any major capital infusion would not provide the return on investment proposers would be looking for. He said the proposals did identify some capital needs; some of which were known and some that had not been looked at. Mr. Rogers stated the proposals also identified standards for customer service and all kinds of other things the companies did in terms of their daily operation. He felt the biggest benefit of the process was it provided other marketing concepts.

In response to Chairman Larkin, Mr. Doolittle said the process showed there was interest and good information came out of the five proposals received. He said the agencies have discussed future joint marketing efforts, such as a player's card that could be used at all golf courses. He said nothing was learned that would indicate the County should operate differently regarding the maintenance of the courses. He confirmed additional funding would mean more could be done to improve both courses, but he acknowledged there was no money to do improvements now. Mr. Doolittle said in the future things would have to be looked at that would cost money but would bring in more revenue.

Chairman Larkin said it was assumed the tax status would remain the same, but he asked if the tax status was changed would the vendors have a different attitude. He

felt the Board wanted proposals with leases not management fees. Mr. Doolittle said potentially that might make a difference, but the key was to eliminate the debt. He felt for someone to look at all five courses, they would have to be on an even playing field and eliminating debt would do that.

Commissioner Galloway asked if it was considered to have someone bid to do grounds maintenance on all five golf courses and someone bid to handle all of the concessions. Mr. Doolittle said many options were looked at, but it was left open to the proposers to provide a proposal that made sense to them financially. He said the County had obtained separate proposals for operations and food and beverage, but had not gone out for maintenance. Commissioner Galloway interjected he felt the County was very good on maintenance, but could not do the needed capital improvements. He stated if the improvements were not done, maintenance would become more and more expensive. Mr. Doolittle said one proposal did contain maintenance, but would increase seasonal staff by 50 percent. He stated his perspective was maintenance on the courses was bare bones, but a very good job was being done.

In response to Chairman Larkin, Mr. Doolittle said there was an overabundance of golf courses in the area, which was damaging to all of the entities' operations. He stated it appeared that the elimination of one or two golf courses, public or private, would help everyone. He said for the present, based on the numbers seen, status quo was a good direction to go. Mr. Doolittle stated Washoe Golf Course was going in a positive direction and the Sierra Sage Golf Course was losing money but had improved each of the last couple of years.

Chairman Larkin said it was very disappointing, but anticipated, that would be the reaction from the market due to the courses' tax status. Mr. Doolittle said per direction, staff tested the market, looked at all options, and gave the proposers the opportunity to respond with whatever proposal they might want to come forward with. He felt staff did its due diligence in that regard. Chairman Larkin indicated he was not disappointed with staff or with the intergovernmental cooperation that occurred, but was disappointed that public golf had suffered. He stated it was pretty loud and clear what the market had to say. He indicated with a \$14 million shortfall and the need for more officers for public safety, it would be difficult for him to continue funding golf courses to the extent it had been done in the past.

Commissioner Galloway stated he had no problem retaining a golf course that made money or broke even. He felt if a golf course needed to be closed, it should be one that was losing money.

Commissioner Jung said Mr. Roger's presentation indicated when the two courses were taken together there was a loss of \$153,000, so only the Washoe course was a moneymaker. She stated according to Mr. Rogers, Washoe needed quite a bit of capital improvement. She felt even though golfing was not public safety and welfare, affordable golf was important for this community.

In response to the call for public comment, Kyle DeMeza thanked Commissioner Jung for her comment on affordable golf. She said the area might be overbuilt, but most of the golf courses were very, very expensive. She stated Washoe and Sierra Sage were two places where rounds were affordable. She discussed the condition of Washoe and what programs could be initiated. She noted the County had many parks that made no money but required maintenance. She felt the two properties that brought in some income should be kept.

David Tomasini discussed Washoe Golf Course's benefit to the community. He felt most people did not care if there were multi-million dollar facilities and that staff did a tremendous job at the course. He commented if the money had been obtained from the sale of the water rights, there would be no issue today. He acknowledged there was overrepresentation in Reno, but most of the courses were not affordable.

Commissioner Galloway commented the debt service put the golf courses in the red. He agreed that some of the money from the sale of the water rights would have made it a different story, but agreements had already been entered into to put the money elsewhere. Chairman Larkin commented those agreements were legally binding.

On motion by Commissioner Jung, seconded by Commissioner Galloway, which motion duly carried with Commissioner Weber absent, Chairman Larkin ordered that Agenda Item 20 be accepted.

AGENDA ITEMS 21 AND 22 - DISCUSSION

In response to Chairman Larkin, John Sherman, Finance Director, indicated four votes were needed for adoption.

There was no public comment on Agenda Items 21 or 22.

07-1352 AGENDA ITEM 21 - FINANCE DEPARTMENT

Agenda Subject: "Introduction and adoption of an Ordinance designated as the "2007 Revenue Bonds Ordinance"; authorizing and directing the issuance of Washoe County, Nevada, Senior Lien Car Rental Fee Revenue Bonds (Minor League Baseball Stadium Project), Series 2007 in the maximum aggregate principal amount of \$22,000,000 secured by pledged revenues; providing the form, terms and conditions of the bonds, the security therefore, the sale thereof; providing for adoption as if an emergency exists; and other details in connection therewith. (Commission District 3.)"

Introduced by Commissioner Jung, on motion by Commissioner Jung, seconded by Chairman Humke, which motion duly carried with Commissioner Weber absent, it was ordered that Bill No. 1534, Ordinance No. 1353, entitled, "AN ORDINANCE DESIGNATED AS THE "2007 REVENUE BONDS ORDINANCE"; AUTHORIZING AND DIRECTING THE ISSUANCE OF WASHOE COUNTY,

NEVADA, SENIOR LIEN CAR RENTAL FEE REVENUE BONDS (MINOR LEAGUE BASEBALL STADIUM PROJECT), SERIES 2007 IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$22,000,000 SECURED BY PLEDGED REVENUES; PROVIDING THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE SECURITY THEREFORE, THE SALE THEREOF; PROVIDING FOR ADOPTION AS IF AN EMERGENCY EXISTS; AND OTHER DETAILS IN CONNECTION THEREWITH,” be approved, adopted as if an emergency exists and published in accordance with NRS 244.100

07-1353 AGENDA ITEM 22 - FINANCE DEPARTMENT

Agenda Subject: “Introduction and adoption of an Ordinance designated as the “2007 Subordinate Revenue Bonds Ordinance”; authorizing and directing the issuance of Washoe County, Nevada, Subordinate Lien Car Rental Fee Capital Appreciation Revenue Bonds (Minor League Baseball Stadium Project), Series 2007 in the maximum initial amount of \$10,000,000 secured by pledged revenues; providing the form, terms and conditions of the bonds, the security therefore, the sale thereof; providing for adoption as if an emergency exists; and other details in connection therewith. (Commission District 3.)”

Introduced by Commissioner Humke, on motion by Commissioner Humke, seconded by Chairman Jung, which motion duly carried with Commissioner Weber absent, it was ordered that Bill No. 1535, Ordinance No. 1354, entitled, "AN ORDINANCE DESIGNATED AS THE “2007 SUBORDINATE REVENUE BONDS ORDINANCE”; AUTHORIZING AND DIRECTING THE ISSUANCE OF WASHOE COUNTY, NEVADA, SUBORDINATE LIEN CAR RENTAL FEE CAPITAL APPRECIATION REVENUE BONDS (MINOR LEAGUE BASEBALL STADIUM PROJECT), SERIES 2007 IN THE MAXIMUM INITIAL AMOUNT OF \$10,000,000 SECURED BY PLEDGED REVENUES; PROVIDING THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE SECURITY THEREFORE, THE SALE THEREOF; PROVIDING FOR ADOPTION AS IF AN EMERGENCY EXISTS; AND OTHER DETAILS IN CONNECTION THEREWITH,” be approved, adopted as if an emergency exists and published in accordance with NRS 244.100

07-1354 AGENDA ITEM 23 - MANAGER’S OFFICE

Agenda Subject: “Recommendation to approve an Interlocal Cooperative Agreement between the County of Washoe and Sun Valley General Improvement District for collection and disposal of garbage within the District; and if approved, authorize Chairman to execute Agreement. (Commission District 5.)”

Commissioner Galloway discussed the recommendation regarding the franchise fees as stated in the staff report dated November 9, 2007. He asked if negotiations would have to be conducted to add the territory to the County’s franchise agreement, and if that would involve expenses that would be acceptable to the Sun Valley General Improvement District (SVGID). John Berkich, Assistant County Manager, stated

the administrative costs for receiving the franchise fees had not been estimated, which would come in as one lump sum. He explained the amount collected on behalf of the SVGID customers would be reprocessed into a check, which would then be issued back to SVGID minus the administrative costs. He understood because of the nature of the agreement and because SVGID was already part of the unincorporated area of the County, negotiations would not be necessary. He said the statement in the staff report referred to the potential to negotiate rates for the collection of garbage for SVGID. He said he received a letter from Greg Martinelli, Waste Management of Nevada General Manager, indicating all rates and service levels would remain the same and there would be no interruption in service. A copy of the letter was placed on file with the Clerk. He noted rates were the same throughout the unincorporated area of the County.

Commissioner Jung summarized that allowing SVGID to come under the County's franchise agreement with Waste Management would result in no financial change for the County.

In response to Chairman Larkin, Darrin Price, SVGID General Manager, said the franchise fees were \$59,000 in 2007, were \$65,000 in 2006, and \$60,500 in 2005. He said the fees were used to issue dump passes, which would be one of the fatalities of the failed negotiations with Waste Management. He said the fees were also used for dumpster programs where the Washoe County District Health Department was provided with a few dumpsters each month and the Regional Parks and Open Space Department was provided with dumpsters for some annual cleanup programs. He stated there were also subsidies for the disabled and elderly in the community, to upgrade area parks, for donations of trees, some community events, and a recent pilot appliance disposal program.

Chairman Larkin asked if Mr. Price favored the agreement. Mr. Price discussed SVGID's options and indicated, thankfully, one included going under the County's franchise agreement.

Chairman Larkin stated time was of the essence since SVGID's operating agreement would end November 30th, which would mean as of December 1st there would be no trash pickup in Sun Valley. Mr. Price said if the Commission approved what was before them, there would be no interruption in service.

In response to Chairman Larkin, Melanie Foster, Assistant District Attorney, indicated SVGID's attorney prepared the original draft of the agreement, which she reviewed and to which she made a number of changes. She said the agreement was the requirement under County Code for SVGID to participate in the County's franchise.

On motion by Commissioner Jung, seconded by Commissioner Galloway, which motion duly carried with Commissioner Weber absent, Chairman Larkin ordered that Agenda Item 23 be approved and authorized. See the Interlocal Cooperative Agreement for Garbage Collection attached hereto and made a part hereof.

Mr. Price thanked the Commission on behalf of the Sun Valley community.

07-1355 AGENDA ITEM 24 - MANAGER'S OFFICE

Agenda Subject: "Recommendation to approve an Interlocal Agreement between the County of Washoe and Clark County regarding the reimbursement of expenses incurred in the conduct of the Mack Trial; and if approved, authorize Chairman to execute Agreement and direct Finance to make necessary budget adjustments. (All Commission Districts.)"

John Berkich, Assistant County Manager, said the estimate received from Clark County placed the cost currently at about \$50,000. He noted this was only a few of the cost categories with respect to the trial, so he wanted to be careful the record reflected that fact. He stated this had to do with the costs the Sheriff's Department in Clark County incurred, as well as additional costs the court had incurred in the course of conducting this trial due to the change in venue. He reiterated this item was for just a few cost categories that were being tracked by Clark County.

Chairman Larkin asked if Washoe County would be receiving a bill from the District Attorney's (DA's) Office beyond the initial payment of about \$200,000. Melanie Foster, Assistant District Attorney, replied she did not have a number for the Board. She indicated her office had been paying the kinds of things the DA's Office always pays for during prosecutions. She said the County was paying travel expenses for the two Las Vegas, Nevada attorneys when the venue was in Washoe County. She was aware the bills were backlogged, and as soon as she had a number she would get it to the Commissioners.

Chairman Larkin requested those numbers given to the Manager's Office to get an assessment as to whether or not they needed to be added to the \$14 million. He indicated \$50,000 was absorbable, but he was not sure that would be the total cost for travel and all the other expenses. Ms. Foster replied she would be happy to get those numbers for the Board.

In response to Chairman Larkin, Mr. Berkich said none of the costs were recoverable. Ms. Foster confirmed that the County could not charge criminal defendants for prosecuting them. Commissioner Jung said that was also her question because many of her constituents asked, since the defendant had a lot of money, could the County get a person who pleads guilty to remit the money to the County. She was glad there was a clear answer on that question.

Mr. Berkich stated sentencing would be January 17 and 18, 2008 and there would be additional costs to the sentencing portion of the Mack trial, which would be conducted in Las Vegas.

Commissioner Galloway commented cost recovery was not like recovering costs for a fire. He said cost recovery could also work the other way with someone being found innocent after being prosecuted and could send the County a bill for everything

including consequential damages. He said the law looked at this issue and established a system where everyone bears their own costs unless someone does not have a defense attorney, which the County would then provide.

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 24 be approved, authorized, and directed. See the Interlocal Agreement for Services Rendered in the Conduct of a Trail attached hereto and made a part hereof.

4:59 p.m. The Board convened as the South Truckee Meadows General Improvement District (STMGID) Board of Trustees.

5:05 p.m. The Board adjourned as the STMGID Board of Trustees and reconvened as the Board of County Commissioners.

07-1355A AGENDA ITEM 26 - REPORTS/UPDATES

Agenda Subject: “Reports/updates from County Commission members concerning various boards/commissions they may be a member of or liaison to (these may include, but not be limited to, Regional Transportation Commission, Reno-Sparks Convention & Visitors Authority, Debt Management Commission, District Board of Health, Truckee Meadows Water Authority, Organizational Effectiveness Committee, Investment Management Committee, Citizen Advisory Boards).”

Commissioner Galloway restated for the record that he provided the Clerk, as part of Agenda Item 5, with information associated with the Tahoe Regional Planning Agency (TRPA) tree cutting.

Chairman Larkin stated the second annual tree lighting at the Wilbur May Arboretum would take place from 3:30 to 5:30 on Saturday, December 8, 2007. He said directions were available on the Washoe County web site.

AGENDA ITEM 27 -WORK CARD PERMIT APPEAL - CODY PREMO

Agenda Subject: “The Washoe County Commission will adjourn from the Commission Chambers and reconvene in the County Commission Caucus Room (1001 E. 9th Street, Building A, 2nd Floor, Reno) to consider the work card permit appeal for Cody Premo. The HEARING will be a CLOSED SESSION to discuss the applicant’s character or other matters under NRS 241.030(1). Following the Closed Session, the Commission will return to open session in the Caucus Room to take action on the appeal and finish the remainder of the November 20, 2007 Board Agenda.”

On motion by Commissioner Galloway, seconded by Commissioner Humke, which motion duly carried with Commissioner Weber absent, Chairman Larkin ordered that the Board adjourn from the Commission Chambers and reconvene in the Commission Caucus Room in closed session, pursuant to NRS 241.030(1), to consider continuation of a work card permit appeal for Cody Premo and that the Board would adjourn from the closed session.

The Board convened in closed session in the Caucus Room to hear testimony as to why the work card should or should not be granted. The appellant, Cody Premo, was present to offer testimony during the closed session. Also present were Charles Palian, Chief Records Clerk for the Washoe County Sheriff's Office, and Greta Brown, Social Worker with the Department of Social Services.

5:55 p.m. At the conclusion of the closed session, the Board reconvened in open session in the Caucus Room.

On motion by Commissioner Jung, seconded by Commissioner Galloway, which motion duly carried with Commissioner Weber absent, it was ordered that the work permit be granted specifically for employment with A Child's World Preschool, with the condition that Mr. Premo must reapply to work for any other childcare facility.

COMMUNICATIONS AND REPORTS

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

COMMUNICATIONS:

07-1356 Fully executed Contract No. 3337, Project No. STP-0190(060), on SR 443, Sun Valley Drive at First Street, Washoe County, PAR Electrical Contractors, Inc., Contractor.

07-1357 Letter from Margaret Powell, City of Sparks City Planner, dated October 12, 2007 stating that the City of Sparks was exercising the extra-territorial jurisdiction through the provision in NRS 278.02788 "Protocol Agreement" dated February 11, 2003, and amended February 17, 2004, an interlocal agreement between Sparks and Washoe County.

07-1358 Letter from AT&T Nevada concerning the Declaration of Availability of IP Video Service dated October 12, 2007.

07-1359 Letter from Community Development dated October 25, 2007, concerning the resignation of Mary Beth Vestal-Knight from the Central Citizen Advisory Board.

07-1360 Letter from Community Development dated October 29, 2007, concerning the resignation of Jan Chastain from the Central Citizen Advisory Board.

07-1361 A Local Emergency Planning Committee (LEPC) Grant Program Contract between Washoe County and the Reno Police Department dated October 10, 2007.

07-1362 A Local Emergency Planning Committee (LEPC) Grant Program Contract between Washoe County and the Sparks Fire Department dated August 28, 2007.

07-1363 A Local Emergency Planning Committee (LEPC) Grant Program Contract between Washoe County and the Washoe County Sheriff's Office, Gerlach Substation dated August 29, 2007.

07-1364 A Local Emergency Planning Committee (LEPC) Grant Program Contract between Washoe County and the City of Reno, through Reno Emergency Communications Division dated August 22, 2007.

07-1365 A Local Emergency Planning Committee (LEPC) Grant Program Contract between Washoe County and the Washoe County District Health Department dated September 27, 2007.

07-1366 A fully executed Grant of Water Facility Easement and Grant of Temporary Construction Easement between Washoe County and the Truckee Meadows Water Authority. (BCC meeting August 22, 2006, Item 06-944).

07-1367 **REPORT – MONTHLY (SEPTEMBER/OCTOBER 2007)**

A. Clerk of the Court

07-1368 **REPORTS – QUARTERLY (SEPTEMBER 2007)**

- A. County Clerk
- B. Clerk of the Court
- C. Office of the Constable - Incline Village/Crystal Bay Township
- D. Washoe County Sheriff
- E. Sparks Justice Court
- F. Gerlach General Improvement District
- G. Washoe County School District

REPORTS – ANNUAL (2006/07)

- 07-1369** A. Grand View Terrace General Improvement District
- 07-1370** B. Reno-Sparks Convention and Visitors Authority
- 07-1371** C. Sun Valley General Improvement District
- 07-1372** D. Carson-Truckee Water Conservancy District

* * * * *

5:57 p.m. There being no further business to come before the Board, Chairman Larkin adjourned the meeting.

ROBERT M. LARKIN, Chairman
Washoe County Commission

ATTEST:

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

*Minutes Prepared by:
Catherine Patterson and
Jan Frazzetta, Deputy County Clerks*

INTERLOCAL AGREEMENT
FOR SERVICES RENDERED IN THE CONDUCT OF A TRIAL

This Agreement is made and entered into this ____ day of _____, 2007, by and between the County of Washoe, a political subdivision of the State of Nevada, and Clark County ("Clark County").

WITNESSETH:

WHEREAS, the parties are public agencies as described in NRS Chapter 277 and NRS 277.180, *etc. seq.*, and are empowered to enter into Agreements of mutual advantage; and

WHEREAS, the parties desire to have the Sheriff's Office and the District Court of Clark County provide various services for Washoe County in the conduct of a trial, the venue for which was changed, as provided in this Agreement, and

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

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

1. Services: the Clark County Sheriff will provide transportation, boarding and any/all inmate services for Darrin Mack while under the care and custody of Clark County.
The District Court will provide all necessary services for the full conduct of the trial.
2. Compensation: Washoe County shall pay Clark County for services rendered at the following rates:
 - a. The cost for housing will be billed using the County's calculated daily rate for incarceration at the Detention Center.
 - b. Transportation costs will be billed at the County's mileage rate or total actual costs.
 - c. All variable costs incurred by the Court incidental to the instant trial, will be tracked and billed at actual cost. Such costs may include but are not limited to special security measures, transcript preparation, etc.

07-1355

3. Term: This Agreement will commence on October 1, 2007 and shall terminate on the December 31, 2008.
4. Termination: This Agreement may be terminated during its term by either party upon 30 days written notice, without cause or penalty.
5. Reciprocal Indemnification: Clark County agrees to indemnify, defend and hold harmless Washoe, its officers, employees, and agents, from, and against, any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of Washoe County in connection with the services to be provided to Washoe County by Clark County pursuant to this Agreement.

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

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

6. Interpretation: The laws of the State of Nevada shall apply in interpreting this Agreement. The parties consent to the jurisdiction of Nevada's courts for enforcement of this Agreement.
7. Assignment: Pursuant to NRS 332.095, no part of this Agreement may be assigned or amended without the consent of the parties.

07-1355

8. Incorporation: This Agreement constitutes the complete and final Agreement of the parties.

CLARK COUNTY

COUNTY OF WASHOE

By: _____

By: Robert M Larkin
Robert Larkin, Chairman
Washoe County Commission

DATED: _____

DATED: Nov. 20, 2007

ATTEST:

ATTEST:

By: _____

By: Amy Harvey
County Clerk

07-1355

0.00

PROCLAMATION

WHEREAS, The children of this county, state, and nation are our most precious resource and hope for the future, and all children deserve a loving and nurturing home so that they may reach their full potential. While most children within Washoe County are part of loving stable families, tragically, there are too many children whose parents are unwilling or unable to care for them. While foster care offers these children a safe and nurturing temporary haven in their time of greatest need, many foster care children who will need permanent homes.

WHEREAS, Many of these children have special needs and require the security and stability of an adoptive family to develop their full potential. Adoption allows these and other children to have the permanent homes they deserve, and it enables many dedicated adults to experience the joys and rewards of parenting.

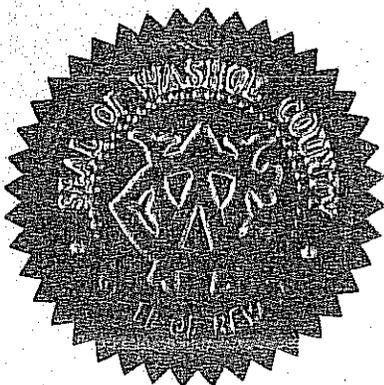
WHEREAS, We are making important progress in placing children in foster care with adoptive families, with many being adopted by the foster family who have loved and nurtured them throughout their stay in foster care. During 2006 Washoe County finalized 132 adoptions, while there have been 104 adoptions finalized thus far in 2007.

WHEREAS, November is deemed to be National Adoption Month, when focus and attention is paid to adoptive families and the need for adoptive homes throughout our country. On November 17, 2007 here in Washoe County we celebrated National Adoption Day. On this momentous day, 21 adoptions were finalized while all the adoptions finalized throughout the year were celebrated; therefore, be it

PROCLAIMED, That the Washoe County Board of Commissioners hereby recognizes foster parents and their commitment and dedication to the children in our community and proclaims November 2007 as Adoption Month.

ADOPTED this 20th day of November 2007.

07-1315



Robert M. Larkin
Robert M. Larkin, Chairman
Washoe County Commission

Clark

INTERLOCAL COOPERATIVE AGREEMENT
FOR GARBAGE COLLECTION

WHEREAS Sun Valley General Improvement District (Sun Valley GID) pursuant to the authority of NRS 318.142 currently has granted an exclusive franchise agreement to Independent Sanitation Company for garbage and refuse collection and disposal services within the boundaries of Sun Valley GID; and

WHEREAS, such franchise agreement expired by its terms on October 31, 2007, but the parties thereto have agreed to a one month extension thereof to November 30, 2007, pending further negotiations between the parties thereto for provision of a new franchise agreement with terms acceptable to both parties thereto; and

WHEREAS, Sun Valley GID and Washoe County are concerned that, in the event the said parties are unable to agree on the terms of a new franchise agreement within the time allowed, provisions must be made to continue garbage and refuse collection and disposal services within the boundaries of Sun Valley GID after November 30, 2007; and

WHEREAS, Washoe County Code Section 90.035 provides that Washoe County and the Board of Trustees of a General Improvement District may enter into a contract with the County for the county to gather, collect and haul garbage on behalf of a General Improvement District, and within its boundaries; and

WHEREAS, Washoe County Code section 90.037 requires that garbage and refuse be collected and properly disposed of, and it is in the best interests of Sun Valley GID and Washoe County to have garbage and refuse collection and disposal services continue to be provided without interruption within the boundaries of Sun Valley GID.

07-1354

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. Pursuant to paragraphs 2.1 and 5.6 of the Second Amended Washoe County Garbage Franchise Agreement between the County of Washoe and Independent Sanitation of Nevada now in effect, Washoe County shall request Independent Sanitation of Nevada to provide garbage and refuse collection and disposal services to the properties currently within the boundaries of Sun Valley GID from November 30, 2007.

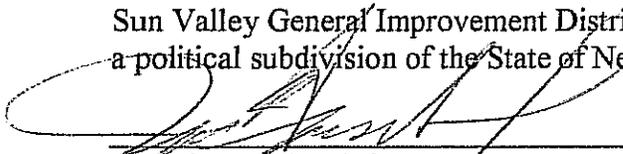
2. Inasmuch as Independent Sanitation is currently collecting and disposing of garbage and refuse within the boundaries of Sun Valley GID under a rate recently increased as of May, 2007 pursuant to the existing franchise agreement between Sun Valley GID and Independent Sanitation, the parties believe the minimum fair compensation for Independent Sanitation for its reasonable costs in providing this service to the Sun Valley GID area should be the current rates being paid unto Independent Sanitation for its garbage and refuse collection and disposal services in Sun Valley. Washoe County shall be authorized, however, to negotiate any new reasonable rate therefore, pursuant to the provisions of paragraph 5.6 of the Second Amended

Washoe County Garbage Franchise Agreement and Washoe County Code section 90.040, et seq.

3. The parties agree that Washoe County shall convey to Sun Valley GID any franchise fee it may collect from Independent Sanitation that is attributable to garbage and refuse collection and disposal services in Sun Valley; provided however, that Washoe County may retain a portion of the fee as reimbursement for its actual administrative expenses for negotiations and oversight.

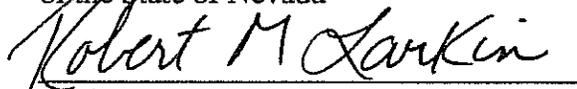
4. Pursuant to the provisions of Washoe County Code 90.035, Washoe County retains the authority to expand or contract the areas in which the County or its agents gather, collect and haul garbage. Pursuant to the provisions of said code section, Washoe County may enter into a contract with Sun Valley GID for such garbage collection services. It is the desire and intent of the parties hereto that such garbage and refuse collection services as provided herein shall continue until the conclusion of the term of Washoe County's current franchise agreement above described; provided, however, that Sun Valley GID reserves the right, upon Six (6) months written Notice requesting same, to terminate this Garbage Collection Agreement between Washoe County and Sun Valley GID.

Sun Valley General Improvement District,
a political subdivision of the State of Nevada



Jim Ainsworth, Chairman,
Board of Trustees

County of Washoe, a political subdivision
of the State of Nevada



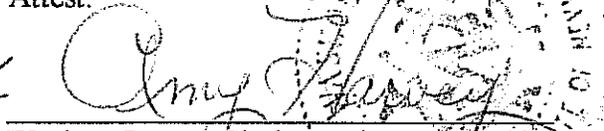
Robert M. Larkin
Chairman
Board of County Commissioners

Attest:

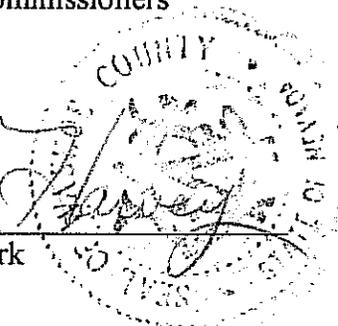


Margaret Reinhardt
Secretary, Board of Trustees

Attest:



Amy Harvey
Washoe County Clerk



07-1354

Dated: 11-14-07

Dated: Nov, 20, 2007

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES
4126 Technology Way, 3rd Floor
Carson City, NV 89701
Phone: (775) 684-4410 FAX: (775) 684-4455
(hereinafter referred to as State)

and

WASHOE COUNTY
Acting By and Through Its
DEPARTMENT OF SOCIAL SERVICES
350 South Center Street
Reno, NV 89502
Phone: (775) 328-2300 FAX: (775) 325-8049
FEIN: 88-6000138
(hereinafter referred to as Public Agency)

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

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

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

- 1. REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
- 2. DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Public Agency" means the County of Washoe, its officers, employees, and immune contractors as defined in NRS 41.0307.
- 3. CONTRACT TERM.** This Contract shall be effective January 1, 2008 upon approval of the State Board of Examiners and the Washoe County Commission, through December 31, 2009, unless sooner terminated by either party as set fourth in this Contract. This contract is renewable upon a legislatively approved biennial budget which is statutorily authorized in a Nevada State Appropriations Act and Authorizations Act of the Nevada Executive Budget each Legislative Session, effective July 1 of each odd-numbered year. Approved funds are recorded in the Department of Health and Human Services, Division of Child and Family Services, Budget Account 3141 – Washoe County Integration, for continued funding of child welfare services transferred to the public agency. The State and Public Agency recognize that any funding or expenditure authority for the new biennial period (SFY2010-SFY2011) will be that amount authorized by the 2009 Legislature, and these funds are available for encumbrance and disbursement effective July 1 per the State Appropriations and Authorizations Acts in lieu of a fully executed contract by this date, and shall be retro-active to July 1 for the new biennial period.

07-1343

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 180 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 Public Agency, State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

If the contract is terminated for any reason, the parties agree to develop within the aforementioned 180 days an alternative child welfare services delivery plan that insures that the fiscal and/or programmatic responsibility for the provision of child welfare services is proportionate to the level of responsibility of each entity prior to the integration of child welfare services. This Contract may also be renegotiated in the event of a reduction in the anticipated Public Agency, State, or federal funding revenue required to satisfy this Contract.

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:

The Division of Child and Family Services is appropriated and authorized funding for ongoing costs associated with the transfer of certain child welfare services from the State to the Public Agency through a Legislatively Approved Budget within the Department of Health and Human Services, Division of Child and Family Services, Budget Account 3141-Washoe County Integration.

- ATTACHMENT A: SCOPE OF WORK
- ATTACHMENT B: FISCAL PROCEDURES
- ATTACHMENT C: OUTCOME MEASURES
- ATTACHMENT D: MUTUAL CONFIDENTIALITY AGREEMENT

07-1343

7. CONSIDERATION. Public Agency agrees to provide the services set forth in paragraph (6) at a cost not to exceed the Legislatively Approved Budget or Modification of the Legislatively approved Budget by the Interim Finance Committee (IFC) with the total Contract or installments payable: as outlined in Attachment B, Fiscal Procedures, not to exceed the authority allocated within the State's Budget Account 3141 – Washoe County Integration, subject to AB263 section 8 of the 2007 Legislative Session and will be codified in NRS 432B.180 and AB628 section 55 of the 2007 Legislative Session. This Contract is capped per fiscal year by the legislatively approved amounts.

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 AND 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 County, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

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

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in 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. The retention period runs from the date of termination of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. LOBBYING. The parties agree whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose, the following:

- a. Any federal, state, county, or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county, or local agency; legislature, commission, counsel, or board.

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

Washoe County Department of Social Services
Public Agency #1

APPROVED BY THE WASHOE COUNTY COMMISSION:

Robert M Larkin 11/20/07 Chairperson, Washoe County Commission
ROBERT M. LARKIN Date Title

DIVISION OF CHILD AND FAMILY SERVICES

FERN
Fernando Serrano 11/27/07 Administrator, Division of Child and Family Services
FERNANDO SERRANO Date Title

DEPARTMENT OF HUMAN RESOURCES

Michael J. Willden 11/28/07 Director, Department of Health and Human Services
MICHAEL J. WILLDEN Date Title

[Signature]
Signature - Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On 12-11-07

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

On 11/27/07

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SCOPE OF WORK

1. **PURPOSE:** The Nevada Division of Child and Family Services (State) and Washoe County Department of Social Services (Public Agency) completed the transfer of child welfare, eligibility, and foster care licensing program responsibilities, pursuant to AB 1 of the 17th Special Session (AB 1) on January 6, 2003. This Interlocal Contract addresses ongoing expenditures for Budget Account 3141-Washoe County Integration. This account was established to fund Child Welfare services transferred to Washoe County as a part of Child Welfare Integration and to continue the integration process and maintain those functions previously provided by the State that are now being provided by Public Agency including child welfare services as defined in Nevada Revised Statutes, Chapter 127, 424, and 432B and eligibility and foster care licensing programs. Public Agency will expend ongoing appropriations as legislatively approved in Budget Account 3141 – Washoe County Integration of the Nevada Executive Budget and in accordance with this interlocal contract.

The intent of this interlocal contract is to provide enhanced and improved services and coordination of services between the parties to meet the current and increasing needs of children in Nevada. State and Public Agency are committed to the governing principle of maintenance of effort as set forth in the Executive Budget. The parties agree that any funds transferred or earned as a result of this interlocal contract will be used to meet the intent of this interlocal contract and not replace or supplant State or local funding.

2. **FUNDING:** Both parties understand that child welfare services in the Public Agency are currently funded by Federal, State, and County funds. It is the intent of the State to continue to fund child welfare services in the Public Agency at the level authorized for each State Fiscal Year pursuant to the Authorizations Act and the Appropriations Act of each Legislative Session. It is the intent of the Public Agency to fund child protective services at the level authorized by the Washoe County Commission. Both parties are committed to coordinate efforts to ensure Public Agency is able to maximize claims for federal funding to support child welfare services provided by Public Agency. The State agrees that additional funding within its control will be provided at comparable levels proportionate to the child populations of each county. In the event of an anticipated change in the funding of this agreement by either of the parties, the party requesting the change shall provide notice within three (3) business days of receiving notification of the proposed change; and the party requesting the change shall provide sixty (60) days' notice prior to the implementation of the proposed change when known. The State, in consultation with the Public Agency, will provide recommendations for funding reductions, if necessary.

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Public Agency understands that state funds may be transferred from one fiscal year to the other with a biennial budget period and with the approval of the Interim Finance Committee (IFC) upon recommendation of the Governor. Any movement of funds between fiscal years will be done in consultation with the Public Agency. Funds must not be committed for expenditure or encumbered beyond June 30th of each State Fiscal Year without a legislatively approved budget for the next biennial budget period for Budget Account 3141 – Washoe County Integration.

State and federal funds will be made available to Public Agency in the manner described in Attachment B, Fiscal Procedures. This budget supports child welfare services including substitute care, foster care, licensing services, adoption services, Interstate Compact on the Placement of Children (ICPC) program and intensive family services.

3. MAXIMIZATION OF FEDERAL FUNDING: Whenever possible, Public Agency will expend ongoing funds in a manner that will maximize potential federal revenues.
4. FUTURE CONTRACTS: The State and Public Agency agree to enter future contracts for purposes of maintaining Public Agency's ability to participate in federal funding available to support child welfare programs and to fully implement the transfer of child welfare services to Public Agency.
5. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS: The State and Public Agency agree to comply with all applicable federal and state laws and regulations regarding child welfare programs and Statewide Automated Child Welfare Information System (SACWIS) system requirements.
6. USE OF UNITY: The Unified Nevada Information Technology for Youth (UNITY) is the SACWIS system from which federal reporting requirements, such as Adoption and Foster Care Analysis and Reporting System (AFCARS) and Nevada Child Abuse and Neglect Data System (NCANDS), are generated and is necessary for the disbursement of federal Title IV-E funds. The State and Public Agency are required to utilize UNITY in the collection and maintenance of information regarding child welfare services statewide. All State and Public Agency employees providing child welfare services must maintain documentation of each case in UNITY as allowable under the Health Insurance Portability and Accountability Act (HIPAA). Accurate case recording is essential to mandated federal and state reporting. At a minimum, the fields highlighted in yellow on specific UNITY windows must be completed for each applicable case, without exception.

Public Agency agrees to use the UNITY application as designed and developed by the State, and as outlined in federally approved Advanced Planning Documents (APD), to ensure that required information is input accurately and within designated time frames. Public Agency agrees to maintain records as mutually agreed upon by the State and Public Agency as required by the Administration of Children and Families (ACF) and agrees that the ACF and the State may evaluate the use of hardware, software, and other supporting information as necessary to ensure compliance with the use of UNITY. The UNITY System will be operated and maintained by the State. The State will consider and seek to address the needs of the Public Agency's UNITY users when determining and prioritizing enhancements to the system.

7. AFCARS DATA: The State and Public Agency agree to comply with all requirements regarding the federal Adoption and Foster Care Analysis and Reporting System (AFCARS) to insure that data is accurate and complete and does not result in funding penalties.
8. OUTCOME MEASURES: Public Agency agrees to operate child welfare programs in a manner that promotes the achievement of the outcome measures developed by the Children's Bureau of the Administration on Children, Youth, and Families as outlined in Attachment C, Outcome Measures. If Public Agency is unable to attain the outcome measures, Public Agency will, in consultation with the State, develop a corrective action plan.
9. PUBLIC AGENCY POLICIES AND PROCEDURES: Public Agency shall develop and carry out local policies and procedures that direct county practice in a manner that best serves children and families. These policies and procedures must be consistent with state laws and regulations and with achieving federal and state child welfare program goals, attaining

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the federal mandated program outcomes, and maximizing federal participation in program costs. Public Agency shall submit copies of such policies and procedures, including periodic updates, to the State.

10. STATE REVIEW PROCESS: As required by Nevada Administrative Code and federal regulations (OMB Circular A-133) the State will monitor Public Agency programs and eligibility performance in a manner similar to reviews conducted by federal officials. The State will conduct full onsite reviews of each eligible federal sub-recipient expending \$500,000 or more in federal awards once every three years. The objectives of the full onsite review is to test the systems the sub-recipient has established to identify, categorize, measure and equitably allocate cost of the child welfare programs administered and supervised by the sub-recipient. This includes a review of the eligibility process to ensure eligibility was determined in accordance with the approved plan and federal regulations: of the methodology used to determine allowable activities in accordance with the federal laws, regulations and provisions of a contract or grant agreement pertaining to the program; and of the costs allocation methodology used to generate the federal report and/or claim.
11. FINANCIAL PENALTIES: Public Agency is responsible for paying all audit exceptions incurred or penalties received as a result of reviews and corrective action based upon the Child and Family Services Review (CFSR) and Program Improvement Plan (PIP), up to the amount the State is required to pay back to the federal government, for inaccurate, unallowable, or otherwise inappropriate data submitted to the State by Public Agency if the data was determined to be disallowed due to actions attributable solely to Public Agency. The State will promptly notify Public Agency of any audit exception and/or penalties received. State shall forward, upon request of the Public Agency, the appeal of any audit exception or penalty received that is imposed by the federal government. No penalty shall be enacted until the conclusion of the appellant process. In the event of required repayment, the State may (1) deduct the amount from the next state payment of federal funds; or (2) if the next scheduled payment is insufficient to satisfy recoupment, Public Agency will pay the State the difference on or before the date the withheld payment was scheduled to have been transmitted to Public Agency.
12. DECREASES IN AVAILABLE FEDERAL REVENUE: The State shall keep Public Agency apprised of any issues related to any action taken by the Federal Government or the State to reduce, deny, or terminate federal funding.
13. PROVISION OF TECHNICAL ASSISTANCE: The State agrees to provide program related training and technical assistance, either directly or by arranging for same using contractors or other available resources subject to available funding. Public Agency agrees to submit requests for technical assistance in writing to the State at least sixty (60) days in advance of the proposed training date.
14. NOTIFICATION OF CHANGES IN PROGRAM REQUIREMENTS: The State agrees to provide copies of notice of new federal program requirements within fifteen (15) business days of receipt of notification, and interpretation within ninety (90) days of receipt of such notice from federal representatives, if appropriate.
15. MODIFICATION OF STATE PLANS, POLICIES, AND REGULATIONS: The State will notify Public Agency sixty (60) days prior to the anticipated submission date of the State Plan and agrees to consider all requests for changes in state plans affecting the operation of child welfare-related programs. Public Agency agrees to request changes in the relevant state

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plans in writing to the Division's Administrator. Requests must fully explain the purpose, anticipated benefit, and any fiscal impact of the plan change. State will consider all requests for changes in its policies or regulations affecting the operation of child welfare related programs.

16. ACCESS TO RESIDENTIAL AND NON-RESIDENTIAL TREATMENT SERVICES: Public Agency will make Medicaid eligibility determinations for children in the custody of the Public Agency prior to the placement of children in a residential treatment services placement. The Public Agency in consultation with the State will develop a process for Public Agency to request residential and non-residential treatment services for children in the custody of Public Agency. Public Agency will employ staff to provide child/family and child welfare caseworker support to access treatment services as appropriate, consult on treatment home placement matches as appropriate, provide technical assistance and consultation to child welfare caseworkers on treatment needs and services, and assist provider and child welfare staff with utilization management activities as appropriate.
17. INTER-JURISDICTIONAL SERVICES; COOPERATION BETWEEN COUNTY AND STATE: The State and Public Agency agree to cooperate in providing case management services to children placed across jurisdictions so as to facilitate efforts to achieve case plan goals in these cases. The maintenance and service delivery costs for such children will be the responsibility of the custodial entity.
18. STATE ACCESS TO PUBLIC AGENCY SERVICES: Public Agency recognizes that certain services transferred have historically been provided by the State to its Youth Parole clients. These services include, but are not limited to, placement prevention funds, assessments for juvenile sex offenders and independent living services. Public Agency agrees to continue access to these services to these clients on a case-by-case basis to the extent of available funds for these services.
19. ELIGIBILITY DETERMINATIONS: Initial and subsequent eligibility determinations for Title IV-E and TANF/EA shall be made by the custodial entity.
20. CLAIMING PROCESS: Public Agency agrees to submit the State quarterly requests for funds in the manner as outlined in Attachment B-Fiscal Procedures.
21. ACCESS TO CLOSED CASE FILES: The State, in consultation with Public Agency, will develop a process to allow Public Agency access to closed State case files up to the required retention period.
22. DISPUTE RESOLUTION: The State and the Public Agency agree that the Administrator for the Division of Child and Family Services and the Director of the Washoe County Department of Social Services will seek to resolve any dispute regarding the execution of this contract by addressing the matter in writing with each other.
23. WORKERS COMPENSATION CLAIMS: The State agrees to retain all liability for any open workers compensation claims extant at the time of transfer for those employees transferred to Public Agency.

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FISCAL PROCEDURES

1. REQUEST FOR FUNDS: The State agrees to submit the required and/or necessary documentation to the appropriate funding authorities, State or Federal, to ensure sufficient revenue/expenditure authority to pay Public Agency for all allowable costs in the provision of services outlined in this agreement.

Public Agency may submit an invoice to the State on a quarterly basis, prospectively, for the estimated State General Fund share of allowable expenditures for the provision of services outlined within this interlocal contract and its attachments. These quarterly invoices for State General Funds will be disbursed to the Public Agency within 15 business days, upon receipt and approval of the quarterly reconciliation of expenditures, as identified in Item 5 of this attachment.

The Public Agency will invoice the State within 30 days following the end of a calendar quarter for the federal funds, by fund type, for actual expenditures incurred for the provision of services outlined within this agreement. All invoices must be submitted in a format required by the State and shall specify expenditure line item(s) associated to the requests.

2. CLAIMS PROCESSING: In accordance with the County and State cost allocation plans, the County will submit Title IVE claims to the Division of Child and Family Services (DCFS) in a format specified by the DCFS, on a quarterly basis. This claim must be submitted within 30 days following the end of a calendar quarter along with the respective invoice.

Within 15 workdays of receipt of the invoice, the State will approve or reject for cause all invoices received from Public Agency. Any invoice received by the State from Public Agency that is not complete, accurate or has been rejected will be returned, with explanation of cause, to Public Agency within 5 working days of the notification of rejection.

The State will process and pay all State General Fund invoices within 15 working days of receipt of the approved invoice. The State will pay all federal fund invoices, except Title IV-E Administration, within 15 working days of receipt of the appropriate federal funds.

If Title IV-E Administrative payments exceed actual expenditures for the specified quarter, Public Agency will reimburse the State that amount prior to the close of that specific fiscal year. Any Title IV-E Administration expenditures exceeding actual payments at the end of the quarter will be added to the following month's payment except for the quarter April-June of each year. If Title IV-E Administrative expenditures exceed actual payments for the specified quarter, the Public Agency will submit the appropriate justification and/or spreadsheet(s) to the State by June 15th, and the State will prepare the necessary work program to pay Public Agency the amount expended based on projections provided by Public Agency and forward to the next available meeting of the Interim Finance Committee.

All payments are subject to AB263 of the 2007 Legislative Session.

3. REMAINING BALANCE: Any remaining balance of the appropriation made may not be committed or encumbered for expenditure after June 30, 2009, reverts to the State's General Fund as soon as all payments of money committed have been made. Public Agency and the State will identify and reconcile any funding and/or expenditures associated with services provided if termination, as specified in this contract, occurs. The State and Public Agency

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recognize that any funding or expenditure authority for SFY 2008 & SFY 2009 will be that amount authorized by the 2007 Legislature.

4. Invoice Submission: Invoices are to be mailed or hand delivered to: Division of Child and Family Services, Central Office Accounting, 4126 Technology Way, 3rd Floor, Carson City, NV 89706. Payment can only be made for invoices with original signatures. The invoice must include sufficient detail, based on the type of funds being requested, to support the request.
5. RECONCILIATIONS: Public Agency agrees to provide to the State a quarterly reconciliation of balances expended and/or committed/encumbered, or funds earned. Subsequent invoices must be adjusted based on the previous quarter's reconciliation report. The next quarter payment may be held pending receipts of the quarterly reconciliation for the subsequent quarter to ensure any adjustments are processed in a timely manner. Public Agency shall maintain fiscal records necessary to determine costs and revenues provided through this contract. These records shall be made available to the State, at a single location as defined by Public Agency, within 15 calendar days upon request.
6. TAX IDENTIFICATION NUMBER: Public Agency agrees to list Public Agency's tax identification number (EIN) on all invoices.
7. FEDERAL FUNDING: The State and Public Agency agree that any federal funds that Public Agency earns for services provided under this contract will be kept by Public Agency and utilized to improve and/or support the Child Welfare Program. These funds cannot be utilized to supplant or replace any existing County or State funds.
8. TRANSFER OF FUNDS: Upon State's approval of Public Agency's invoice, the State shall transfer all sums owed to Public Agency via electronic fund transfer within 15 business days.

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I. Child Welfare Outcome Measures

The following is an overview of the high-level process that will be utilized by the State for gathering Outcome Measures:

The data collection systems utilized to capture the outcome measures identified below are UNITY and SOAR.

Data will be collected on a monthly basis.

Staff from the Family Programs Office of the Division of Child and Family Services will review the data to determine jurisdictional compliance.

The data will be provided to each jurisdiction.

If it is determined that a jurisdiction is not in compliance, this information will be presented at the monthly Decision Making Group (DMG) meeting.

The Quality Improvement process will be followed and the non-compliant jurisdiction will be required to complete a corrective action plan.

Any penalties received from the Federal Agency that are the result of a jurisdictional non-compliance will be the monetary responsibility of that jurisdiction.

1) Child Welfare Outcome 1:

Reduce recurrence of child abuse and/or neglect

- a) Measure 1.1: Of all children who were victims of substantiated or indicated child abuse and/or neglect during the reporting period, what percentage had another substantiated or indicated report within a 12-month period?

2) Child Welfare Outcome 2:

Reduce the incidence of child abuse and/or neglect in foster care

- a) Measure 2.1: Of all children who were in foster care during the reporting period, what percentage was the subject of substantiated or indicated maltreatment by a foster parent or facility staff?

3) Child Welfare Outcome 3:

Increase permanency for children in foster care

- a) Measure 3.1: For all children who exited foster care, what percentage left either to reunification, adoption, or legal guardianship?

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- b) Measure 3.2: For children who exited foster care and were identified as having a diagnosed disability, what percentage left either to reunification, adoption, or legal guardianship?
- c) Measure 3.3: For children who exited foster care and were age 12 or older at the time of their most recent entry into care, what percentage left either to reunification, adoption, or legal guardianship?
- d) Measure 3.4: For all children who exited foster care, what percentage by racial/ethnic category left either to reunification, adoption, or legal guardianship?
- e) Measure 3.5: Of all children exiting foster care to emancipation, what percentage was age 12 or younger at the time of entry into care?

**4) Child Welfare Outcome 4:
Reduce time in foster care to
reunification without increasing re-entry**

- a) Measure 4.1: Of all children who were reunified with their parents or caretakers at the time of discharge from foster care, what percentage was reunified in the following time periods?
 - (1) Less than 12 months from the time of latest removal from home
 - (2) At least 12 months, but less than 24 months
 - (3) At least 24 months, but less than 36 months
 - (4) At least 36 months, but less than 48 months
 - (5) 48 or more months
- b) Measure 4.2: Of all children who entered foster care during the reporting period, what percentage re-entered care within 12 months of a prior foster care episode?

**5) Child Welfare Outcome 5:
Reduce time in foster care to adoption**

- a) Measure 5.1: Of all children who exited foster care to a finalized adoption, what percentage exited care in the following time periods?
 - (1) Less than 12 months from the time of latest removal from home
 - (2) At least 12 months, but less than 24 months
 - (3) At least 24 months, but less than 36 months
 - (4) At least 36 months, but less than 48 months
 - (5) 48 or more months

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b) Measure 5.2: Of all children who exited foster care to a finalized adoption and who were age 3 or older at the time of entry into care, what percentage exited care during the following time periods?

- (1) Less than 12 months from the time of latest removal from home
- (2) At least 12 months, but less than 24 months
- (3) At least 24 months, but less than 36 months
- (4) At least 36 months, but less than 48 months
- (5) 48 or more months

6) **Child Welfare Outcome 6:
Increase placement stability**

a) Measure 6.1: Of all children served who had been in foster care for the time periods listed below, what percentage had no more than two placement settings during that time period?

- (1) Less than 12 months from the time of latest removal from home
- (2) At least 12 months, but less than 24 months
- (3) At least 24 months, but less than 36 months
- (4) At least 36 months, but less than 48 months
- (5) 48 or more months

7) **Child Welfare Outcome 7:
Reduce placements of young children
in group homes or institutions**

a) Measure 7.1: For all children who entered foster care during the reporting period and were age 12 or younger at the time of their most recent placement, what percentage was placed in a group home or an institution?

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

MUTUAL CONFIDENTIALITY AGREEMENT

BETWEEN
THE DIVISION OF CHILD AND FAMILY SERVICES
hereinafter referred to as "DCFS"

and

Washoe County
Acting by and Through Its

DEPARTMENT OF SOCIAL SERVICES
hereinafter referred to as "Public Agency"

This MUTUAL CONFIDENTIALITY AGREEMENT (the Agreement) is hereby entered into between DCFS and Public Agency. Hereinafter DCFS and Public Agency shall be referred to in the plural as "Parties".

WHEREAS, the Parties may make available certain confidential Information to each other, in conjunction with goods or services under this Agreement, and that this confidential information must be treated and protected as such.

WHEREAS, the Parties may have access to and/or receive from each other certain Information that can be used or disclosed only in accordance with this Agreement

NOW, THEREFORE, the Parties agree as follows:

I. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that particular Inter-local Agreement to which this attachment is made a part.
2. **Public Agency** shall mean WASHOE COUNTY, DEPARTMENT OF SOCIAL SERVICES.
3. **Information** shall mean any "personal information, including any individually identifiable health information" in any form or media provided and/or made available between the Parties.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of Information.

II. TERM

The term of this Agreement shall commence as of the Effective Date of the primary Inter-local Agreement and shall expire when all of the Information as defined in Clause 1 (3) is destroyed or returned, if feasible, to the appropriate entity in this Agreement pursuant to Clause VI (4).

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III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

The Parties hereby agree they shall not use or disclose the Information provided or made available by DCFS and/or the Public Agency to this Agreement for any purpose other than as permitted by this Agreement or Required by Law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY THE PARTIES

The Parties shall be permitted to use and/or disclose Information provided or made available from DCFS and/or the Public Agency for the purpose(s) required in fulfilling its responsibilities under the primary Inter-local Agreement.

V. USE OR DISCLOSURE OF INFORMATION FOR MANAGEMENT, ADMINISTRATION OF BUSINESS, AND LEGAL RESPONSIBILITIES

The Parties may use Information if necessary for the proper management and administration of DCFS and the Public Agency to this Agreement; to carry out legal responsibilities of DCFS and the Public Agency to this Agreement; and to provide data aggregation services relating to the health care operations of DCFS and the Public Agency. The Parties may also disclose Information provided that:

1. The disclosure is Required by Law; or
2. Public Agency obtains reasonable assurances from the person to whom the Information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person.

VI. OBLIGATIONS OF THE PARTIES

1. **Appropriate Safeguards.** The Parties will use appropriate safeguards to prevent use or disclosure of Information other than as provided for by this Agreement.
2. **Reporting Improper Use or Disclosure.** If one of the Parties becomes aware of any use or disclosure of Information not provided for by this Agreement that party will report the incident to the other party to this Agreement.
3. **Agents and the Parties.** The Parties shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available Information, will be bound by the same restrictions and conditions on the use of Information that apply to them and those same restrictions and conditions are contained in any subcontractor agreement.
4. **Return or Destruction of Information.** Upon termination of Agreement, the Parties will return or destroy all information received from, or created or received by the respective Parties on behalf of the other entity to this Agreement. The Parties shall not retain copies of such Information upon termination of Agreement. If returning or destroying Information at termination of Agreement is not feasible, the Parties will extend the Information protections of this Agreement and limit further uses and disclosures to those purposes that make the return or destruction of Information infeasible.

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JIM GIBBONS
Governor



FERNANDO SERRANO
Administrator
Division of Child and Family Services

MICHAEL J. WILLDEN
Director
Dept. of Health & Human Services

MARC HUMPHRIES
Chief
Youth Parole Bureau

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES
NEVADA YOUTH PAROLE BUREAU**

620 Belrose Street, Suite 107

Las Vegas, NV 89107

Telephone: (702) 486-5080 Fax: (702) 486-5087

August 22, 2007

Les Gruner
Washoe County
Department of Juvenile Justice Services
P.O. Box 11130
Reno, NV 89520

RE: Interlocal Agreement for Detention Services

Mr. Gruner:

Please have the appropriate officials review and sign this new Interlocal agreement for detention services. Four copies are enclosed. When action is completed, please return the signed copies to:

LYCEL AMIGO
ACCOUNTING ASSISTANT 3
NEVADA YOUTH PAROLE BUREAU
620 BELROSE STREET, SUITE 107
LAS VEGAS, NV 89107

Feel free to contact us if you have questions.

Sincerely,

LYCEL AMIGO
Accounting Assistant 3

07-1347

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Department of Health and Human Services
Division of Child and Family Services
4126 Technology Way - 3rd Floor
Carson City, NV 89706
(775) 684-4400
Fax: (775) 684-4455

and

Washoe County, Acting by and on behalf of it's
Department of Juvenile Justice Services
P.O. Box 11130
Reno, NV 89520
(775) 856-4600
Fax: (775) 856-4607

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

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the Division of Child and Family Services and 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 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

The Provider will provide detention services at the detention facility to parolees in the custody of the Division who are under the jurisdiction of the Nevada Youth Parole Bureau. The Division will pay costs of care of youth detained in the local juvenile facility pursuant to N.R.S. 63.770 and N.R.S. 62B.100

07-13-07

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: CONFIDENTIALITY AGREEMENT

7. CONSIDERATION. Washoe County agrees to provide the services set forth in paragraph (6) at a cost of \$80.00 per day per youth with the total Contract or installments payable: upon provision of services and receipt of billing, not exceeding \$141,600.00 in FY08 and \$141,600.00 in FY09 to a maximum of \$283,200.00. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

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

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

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

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

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

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

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

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

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

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16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).
22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.
23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

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

Washoe County, Acting by and on behalf of it's Department of Juvenile Justice Services

Public Agency #1

Michael J. Pomi 10/23/07
Michael Pomi Date

Director, Washoe County Department of Juvenile Services
Title

Robert M Larkin 11/20/07
Robert Larkin Date

Chairman, Washoe County Commission
Title

State of Nevada, Department of Health and Human Services, Division of Child and Family Services

Public Agency #2

Michael J. Willden Date

Director, Department of Health and Human Services
Title

Fernando Serrano Date

Administrator, Division of Child and Family Services
Title

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On _____
Date

Approved as to form by:

Deputy Attorney General for Attorney General, State of Nevada Date

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ATTACHMENT A
SCOPE OF WORK

The PROVIDER agrees to make every reasonable effort to maintain sufficient staff, facilities and equipment necessary to deliver the agreed upon detention services and further agrees to notify the DIVISION whenever it is unable to provide the required quality or quantity of service. Said notice is to be given immediately upon PROVIDER becoming aware of its inability to comply in full with this provision of the contract.

The PROVIDER may enter into subcontracts for reasonable services under this contract. Such subcontracts shall be subject to such reasonable conditions and provision, as the DIVISION may deem necessary.

The DIVISION agrees to utilize the risk assessment instrument that is utilized by the PROVIDER for detention decisions. The PROVIDER agrees to provide services to youth who meet the PROVIDER'S criteria for detention. The DIVISION agrees to participate in detention release and review meetings conducted by the PROVIDER. The DIVISION agrees to develop and maintain a continuum of alternatives to detention services for youth who do not meet the criteria for detention.

The PROVIDER shall submit monthly billings for services. The billings shall be submitted within twenty (20) days of the end of the month of service. Billing adjustments, if needed, may be included with the written justification on subsequent billings. Billings shall be submitted to the Nevada Youth Parole Bureau, 620 Belrose Street, Suite 107, Las Vegas, Nevada 89107.

The monthly billings shall be identified and separated into the following sections:

1. Youth's Name
2. Date Detained
3. Date Released
4. Total Billing Days

PROVIDER guarantees, as a condition precedent to payment and subject to audit as provided for in paragraph (9) Inspection and Audit of the contract, those programs through which the services are provided are operated efficiently and the rate of payment for the term of this Agreement shall not exceed that provided for in paragraph (7) Consideration of this contract. The DIVISION acknowledges that the rate of payment is not equal to the actual cost of services. The DIVISION agrees to accept billings for actual detention services that may exceed that provided for in paragraph (7) Consideration of this contract for the purpose of documenting the actual demand for these services.

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ATTACHMENT B

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

CONFIDENTIALITY AGREEMENT

BETWEEN
THE DIVISION OF CHILD AND FAMILY SERVICES
hereinafter referred to as "DCFS"

and

*Washoe County, Acting by and on behalf of it's
Department of Juvenile Justice Services*

hereinafter referred to as "Contractor"

This CONFIDENTIALITY AGREEMENT (the Agreement) is hereby entered into between Covered Entity and Contractor.

WHEREAS, DCFS may make available to Contractor certain Information, in conjunction with goods or services provided by Contractor to DCFS that is confidential and must be treated and protected as such.

WHEREAS, Contractor may have access to and/or receive from DCFS certain Information that can be used or disclosed only in accordance with this Agreement

NOW, THEREFORE, DCFS and Contractor agree as follows:

I. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that particular Inter-local Agreement to which this addendum is made a part.
2. **Contractor** shall mean Washoe County, Acting by and on behalf of it's Department of Juvenile Justice Services.
3. **Information** shall mean any "personal information including any individually identifiable health information" in any form or media provided and/or made available by DCFS to Contractor.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of Information.

II. TERM

The term of this Agreement shall commence as of the Effective Date of the primary Inter-local Agreement and shall expire when all of the information provided by DCFS to Contractor is destroyed or returned, if feasible, to DCFS pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Contractor hereby agrees it shall not use or disclose the Information provided or made available by DCFS for any purpose other than as permitted by this Agreement or Required by Law.

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IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

Contractor shall be permitted to use and/or disclose Information provided or made available from DCFS for the purpose(s) required in fulfilling its responsibilities under the primary Inter-local Agreement.

V. USE OR DISCLOSURE OF INFORMATION FOR MANAGEMENT, ADMINISTRATION OF BUSINESS, AND LEGAL RESPONSIBILITIES

Contractor may use Information if necessary for the proper management and administration of Contractor; to carry out legal responsibilities of Contractor; and to provide data aggregation services relating to the health care operations of DCFS. Contractor may also disclose Information provided that:

1. The disclosure is Required by Law; or
2. Contractor obtains reasonable assurances from the person to whom the Information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person.

VI. OBLIGATIONS OF CONTRACTOR

1. **Appropriate Safeguards.** Contractor will use appropriate safeguards to prevent use or disclosure of Information other than as provided for by this Agreement.
2. **Reporting Improper Use or Disclosure.** Contractor will report to DCFS any use or disclosure of Information not provided for by this Agreement of which it becomes aware.
3. **Agents and Subcontractors.** Contractor shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available Information, will be bound by the same restrictions and conditions on the use of Information that apply to Contractor and are contained in this agreement.
4. **Return or Destruction of Information.** Upon termination of Agreement, Contractor will return or destroy all information received from, or created or received by Contractor on behalf of DCFS. Contractor shall not retain copies of such Information upon termination of Agreement. If returning or destroying Information at termination of Agreement is not feasible, Contractor will extend the Information protections of this Agreement and limit further uses and disclosures to those purposes that make the return or destruction of Information infeasible.

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