

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

TUESDAY

10:00 A.M.

JULY 14, 2009

PRESENT:

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

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

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

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

09-725 AGENDA ITEM 3

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

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

Essentials of Management Development

Cindy Adams, Social Worker III
Otto Lynn, Children’s Services Coordinator

Krystal Zboinski, Social Services Supervisor

09-726 AGENDA ITEM 4

Agenda Subject: “Resolution of Appreciation posthumously recognizing Andrea “Andy” Drakulich Manor. (Requested by Commissioner Weber.)”

Commissioner Weber read and presented the Resolution of Appreciation to Dennis Manor, Dennis Manor Jr., and Monique Manor Scott. She also acknowledged other family members present in the audience.

Ms. Scott thanked the Commission for the honor bestowed on their mother. Mr. Manor Jr. read a prepared statement expressing the many attributes of Ms. Manor.

There was no response to the call for public comment.

Commissioner Humke remarked Ms. Manor always spoke the unvarnished truth before the Board.

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

09-727 AGENDA ITEM 5

Agenda Subject: “Resolution of Recognition and Appreciation for Gary Neilson.”

Chairman Humke read and presented the Resolution of Recognition to Chief Gary Neilson. Chief Neilson thanked his wife for her support during his career.

Tim Alameda, City of Reno Interim Fire Chief, thanked Chief Neilson for being a wonderful mentor to numerous firefighters throughout his career.

Commissioner Weber thanked Chief Neilson for his dedicated service to the community.

Katy Simon, County Manager, remarked over the years it had been a pleasure to work with Chief Neilson.

In response to the call for public comment, Sam Dehne stated he followed Chief Neilson’s career and noted he was the type of man the community wanted in charge.

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

09-728 AGENDA ITEM 6

Agenda Subject: “Proclamation--July 2009 as “Recreation and Parks Month” (All Commission Districts.)”

Doug Doolittle, Regional Parks and Open Space Director, read the Proclamation. Commissioner Jung remarked the Regional Parks and Open Space Committee had unanimously adopted the Proclamation.

In response to the call for public comment, Sam Dehne remarked on the park systems for the City of Reno and Washoe County.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Humke ordered that Agenda Item 6 be adopted. The Proclamation for same is attached hereto and made a part of the minutes thereof.

09-729 AGENDA ITEM 7

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.”

Garth Elliott commented that Commissioner Jung had stated at a prior commission meeting that the Citizen Nuisance Committee was a disaster and noted he agreed with that statement. He suggested the committee members be polled to see what went right and/or wrong and the changes that could be implemented.

Sam Dehne dedicated his “watch-dogging” to those who sacrificed their lives to defend the Constitution and Freedom of Speech. He spoke on his concerns about the Northern Nevada media.

09-730 AGENDA ITEM 8

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

Katy Simon, County Manager, announced that Agenda Item 24 pertained to District 4 and not District 3. She stated Agenda Item 38 would be opened for the public hearing; however, as noted on the agenda, would be continued to the August 11, 2009

Commission meeting. Ms. Simon disclosed after signing a document on Agenda Item 9M(1), her daughter had been hired by one of the organizations mentioned.

Commissioner Larkin requested a future agenda item providing an update on the Strategic Plan and an item placed on the August 25th agenda dedicated to the “Hug Your Kids” campaign.

Commissioner Weber requested a future agenda item concerning Construction Fund monies from the Water Resources Department, specifically if those funds had been repaid.

Commissioner Breternitz announced he would be attending the Nevada Association of Counties (NACO) convention and would be unable to attend the Incline Village/Crystal Bay Citizen Advisory Board meeting on July 27, 2009, or hold his Commissioner conversation session.

CONSENT AGENDA – AGENDA ITEMS 9A THROUGH 9R(5)

Commissioner Larkin suggested Agenda Items 9I(2) and 9M(2) be removed from the consent agenda for further discussion.

In response to the call for public comment, Sam Dehne spoke on the size and content of the consent agenda.

09-731 AGENDA ITEM 9A

Agenda Subject: “Approve minutes for the Board of County Commissioners’ meeting of May 19, 2009.”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Agenda Item 9A be approved.

09-732 AGENDA ITEM 9B

Agenda Subject: “Cancel August 18, 2009 County Commission meeting.”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Agenda Item 9B be approved.

09-733 AGENDA ITEM 9C - PARKS

Agenda Subject: “Accept Patent No. 27-2009-0009 from United States Department of the Interior, Bureau of Land Management, for transfer of approximately 343-acres of land in Sun Valley to Washoe County; and if accepted, authorize Regional Parks and Open Space Director to record the Patent. (Commission District 5.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Agenda Item 9C be accepted and authorized.

09-734 AGENDA ITEM 9D - ASSESSOR

Agenda Subject: “Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2008/2009, 2007/2008, 2006/2007 secured and unsecured tax rolls as outlined in Exhibit A; and if approved, authorize Chairman to execute Order and direct the Washoe County Treasurer to correct the errors [cumulative amount of decrease \$6,542.29]. (Parcels are in various districts as outlined in the Exhibit.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 9D be approved, authorized, executed and directed.

09-735 AGENDA ITEM 9E – DISTRICT COURT

Agenda Subject: “Acknowledge previously approved reclassification of a Supervising Clerk III (position #70006125) to a Court Human Resources Manager, an Administrative Assistant (position #70000602) to a Court Fiscal Manager effective December 2009 upon retirement of the current incumbent, and an Assistant Court Administrator (position #70000662) to an Assistant Clerk of Court (title change only) [no additional fiscal impact from the previously approved Fiscal Year 2009/10 - fiscal impact of \$50,000 will be covered by Court’s budget concessions]. (All Commission Districts.)”

Howard Conyers, Court Administrator, clarified the external factor of budget cuts made these improvements important since the Court was trying to build capacity to perform on their own some of the functions previously handled by the Human Resources Department.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Agenda Item 9E be acknowledged.

09-736 AGENDA ITEM 9F - FINANCE

Agenda Subject: “Approve and execute Resolution levying tax rates for all Washoe County entities for the 2009/10 Fiscal Year. (All Commission Districts.)”

Katy Simon, County Manager, explained this was a summary of all tax rates applied throughout Washoe County. She added the County was required to file those rates with the Nevada Tax Commission and the Department of Taxation. Ms. Simon indicated there were no changes in the tax rate for Washoe County.

There was no public comment on this item.

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

09-737 AGENDA ITEM 9G – LAW LIBRARY

Agenda Subject: “Accept grant award [\$40,000] from Nevada State Library and Archives to the Law Library for specialized financial literacy resources; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Agenda Item 9G be accepted and directed.

09-738 AGENDA ITEM 9H – ALTERNATIVE SENTENCING

Agenda Subject: “Approve travel for DWI Court Training in Springfield, Missouri (August 10-13-2009) of non-county employees utilizing grant funding specific to DWI Court Training Programs [no cost to Washoe County - all travel to be specifically funded by current available grant funds provided through the Washoe County Repeat DUI Prevention Program Grant]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Agenda Item 9H be approved.

09-739 **AGENDA ITEM 9I(1) – COMMUNITY DEVELOPMENT**

Agenda Subject: “Approve State of Nevada Importer and Wholesale Dealer of Wine, Liquor and Beer License and a Washoe County Importer/Wholesaler Intoxicating Liquor License for Alan L. Richards, dba Big Woody Wine Company, LLC; and if approved, direct that each Commissioner sign the original copy of the State of Nevada Application for License for Importer and Wholesale Dealer of Wine, Liquor, and Beer. (Commission District 1.)”

Sandra Richards, Big Woody Wine Company representative, stated this had been a situation of “hurry up and wait.” She remarked the Company wanted to pay taxes and employ citizens. Ms. Richards appealed to the Board to sign the paperwork.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Agenda Item 9I(1) be approved and directed.

09-740 **AGENDA ITEM 9I(3) – COMMUNITY DEVELOPMENT**

Agenda Subject: “Appoint Fran DeAvila as a Hidden Valley Homeowner Association (HOA) representative and Joey Hastings as an At-Large Alternate, and reappoint Brad Stanley as an At-Large member, all to June 30, 2011; and appoint Roger Jewett to fill an unexpired term as a Hidden Valley HOA representative and Tom Judy to fill an unexpired term as an At-Large member, both to June 30, 2010, on the Southeast Truckee Meadows Citizen Advisory Board. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Fran DeAvila be appointed as a representative, Joey Hastings be appointed as an At-Large alternate and Brad Stanley be reappointed to the Hidden Valley Homeowner Association (HOA) with terms ending June 30, 2011; Roger Jewett be appointed to fill an unexpired term as a Hidden Valley HOA representative and Tom Judy be appointed to fill an unexpired term as an At-Large member on the Southeast Truckee Meadows Citizen Advisory Board with terms ending June 30, 2010.

09-741 **AGENDA ITEM 9I(4) – COMMUNITY DEVELOPMENT**

Agenda Subject: “Reappoint Dennis Wilson as a Callahan Ranch member to June 30, 2011 on the Galena-Steamboat Citizen Advisory Board. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Dennis Wilson be reappointed as a Callahan Ranch member on the Galena-Steamboat Citizen Advisory Board with a term ending June 30, 2011.

09-742 AGENDA ITEM 9I(5) – COMMUNITY DEVELOPMENT

Agenda Subject: “Appoint Gary Houk and Barbara Scott as At-Large members to June 30, 2011 on the East Washoe Valley Citizen Advisory Board. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Gary Houk and Barbara Scott be appointed as At-Large members on the East Washoe Valley Citizen Advisory Board with terms ending June 30, 2011.

09-743 AGENDA ITEM 9I(6) – COMMUNITY DEVELOPMENT

Agenda Subject: “Appoint Raymond Herbert and Jess Traver as At-Large members, James Johns as a South Hills member and Beverly Osowski as a Zolezzi/Spring Valley/Westridge member, all to June 30, 2011; and appoint Bryan Hansen as an At-Large Alternate to June 30, 2010, on the Southwest Truckee Meadows Citizen Advisory Board. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Raymond Herbert and Jess Traver be appointed as At-Large members, James Johns as a South Hills member and Beverly Osowski as a Zolezzi/Spring Valley/Westridge member to the Southwest Truckee Meadows Citizen Advisory Board (CAB) with terms ending June 30, 2011; and Bryan Hansen as an At-Large member on the Southwest Truckee Meadows CAB with a term ending June 30, 2010.

09-744 AGENDA ITEM 9J(1) – INTERNAL AUDIT

Agenda Subject: “Acknowledge receipt of Equipment Services Division follow-up Audit Report. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Agenda Item 9J(1) be acknowledged.

09-745 AGENDA ITEM 9J(2) – INTERNAL AUDIT

Agenda Subject: “Acknowledge receipt of the Business License and Permits Audit Report. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Agenda Item 9J(2) be acknowledged.

09-746 AGENDA ITEM 9K(1) – JUVENILE SERVICES

Agenda Subject: “Accept the Fiscal Year 2005 OJJDP Juvenile Accountability Block Grant [\$65,797 - County match \$6,579.70] and accrued interest [\$9,968.05] from Nevada Juvenile Justice Commission; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts.)”

Chairman Humke disclosed he served on the Nevada Juvenile Justice Commission.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Agenda Item 9K(1) be accepted and directed.

09-747 AGENDA ITEM 9K(2) – JUVENILE SERVICES

Agenda Subject: “Accept Fiscal Year 2009/10 Juvenile Accountability Block Grant [\$81,209 - County match \$8,120.90] from the Juvenile Justice Commission to fund a Juvenile Services Outreach Specialist I position; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts.)”

Chairman Humke disclosed he served on the Nevada Juvenile Justice Commission.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Agenda Item 9K(2) be accepted and directed.

09-748 AGENDA ITEM 9L(1) - LIBRARY

Agenda Subject: “Accept Wells Fargo Foundation grant for Fiscal Year 2010 [\$10,000 with no local matches required] for the purchase of library materials; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Agenda Item 9L(1) be accepted and directed.

09-749 AGENDA ITEM 9L(2) – LIBRARY

Agenda Subject: “Accept Library Services and Technology Act Grant for Fiscal Year 2010 [\$4,250 with no local matches required] for the Library’s year-round reading program; and if accepted, authorize the Library Director to execute the grant-award documents and direct Finance to make necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Agenda Item 9L(2) be accepted, authorized, executed and directed.

**09-750 AGENDA ITEM 9M(1) – COMMUNITY SUPPORT
ADMINISTRATOR**

Agenda Subject: “Approve and authorize Chairman to sign Interlocal Agreements for Washoe County Special Purpose Grants in the following amounts: Incline Village General Improvement District [\$75,000], Economic Development Authority of Western Nevada [\$24,300], Access to Healthcare Network [\$36,000], Nevada Health Centers-Gerlach Clinic [\$67,011]; Nevada Health Centers-Incline Village Clinic [\$28,800], the Incline Clinic’s leased space in-kind support of \$22,080; approve a grant to Silver State Fair Housing [\$7,721] for Fiscal Year 2009/10; and, approve and authorize Chairman to sign Resolutions necessary for same and direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 9M(1) be approved, authorized, executed and directed. The Resolutions and Agreement for same are attached hereto and made a part of the minutes thereof.

09-751 AGENDA ITEM 9M(3) – FIRE SERVICE COORDINATOR

Agenda Subject: “Authorize creation of one full-time equivalent benefits eligible Office Support Specialist position, to be funded by revenue from Truckee Meadows Fire Protection District, to be evaluated by the Job Evaluation Committee for the Washoe County Fire Services Program (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Agenda Item 9M(3) be authorized.

09-752 AGENDA ITEM 9N – PUBLIC WORKS

Agenda Subject: “Approve boundary line transfer of an additional 16,000 (+-) sf (in conjunction with the previously approved transfer of 37,639 sf) for a total of 53,639 (+-) sf of property located at 1370 N. Hills Boulevard, to the two adjacent property owner(s); and if approved, authorize Director of Public Works to execute all agreements, maps, notices, escrow instructions, deeds, checks and warrants as may be necessary to accomplish the transfer in the name of and on behalf of Washoe County [anticipated revenue of \$170,000 will be directed into the General Fund, Public Works Property Program]. (Commission District 5.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Agenda Item 9N be approved, authorized and executed.

09-753 AGENDA ITEM 9O(1) - PURCHASING

Agenda Subject: “Authorize Purchasing Department to release an Invitation to Bid for Off-Site Cold Food Storage, on behalf of the Sheriff's Office, for a term of two years - commencing October 1, 2009 with the provision for one successive annual renewal option [estimated annual value of the contract is \$45,600]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Agenda Item 9O(1) be authorized.

09-754 AGENDA ITEM 9O(2) - PURCHASING

Agenda Subject: “Authorize Purchasing Department to release an Invitation to Bid for Outsourcing Printing and Mailing Services for the Washoe County Utility Bills, on behalf of the Department of Water Resources and Technology Services, for a term of one year - commencing January 2010 with the provision for two successive annual renewal options [estimated annual budget for this contract is \$52,988]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Agenda Item 9O(2) be authorized.

09-755 AGENDA ITEM 9P(1) – SENIOR SERVICES

Agenda Subject: “Accept grant award from State of Nevada Housing Division for the National Foreclosure Mitigation Counseling Program, additional Round 1 funding, [\$17,150 with \$3,430 in-kind County match] retroactively for the period January 1, 2009 through June 30, 2009; and if accepted, direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Agenda Item 9P(1) be accepted and directed.

09-756 AGENDA ITEM 9P(2) – SENIOR SERVICES

Agenda Subject: “Accept restricted grant award from the Zonta Club of Greater Reno Charitable Fund through the Community Foundation of Western Nevada [\$1,500] for bus passes for senior women; and if accepted, direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Agenda Item 9P(2) be accepted and directed.

09-757 AGENDA ITEM 9P(3) – SENIOR SERVICES

Agenda Subject: “Accept various Federal Title III supplemental grant awards passed through the Nevada Division for Aging Services for Senior Services programs [\$145,119 with \$22,029 cash match] retroactive July 1, 2009 through September 30, 2009. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Agenda Item 9P(3) be accepted.

09-758 AGENDA ITEM 9P(4) – SENIOR SERVICES

Agenda Subject: “Accept supplemental grant award from the State of Nevada for the Nutrition Services Incentive Program [\$82,368 with no County match] retroactively for the period October 1, 2008 through September 30, 2009. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Agenda Item 9P(4) be accepted.

09-759 AGENDA ITEM 9Q(1) - SHERIFF

Agenda Subject: “Approve Interlocal Agreement - RAVEN Fire Training, Monitoring and Suppression Personnel and Equipment between the County of Washoe (Sheriff) and the City of Reno (Reno Fire Department) to provide for reimbursement for services rendered by the Washoe County Sheriff’s Office to the Reno Fire Department for the use of RAVEN aircraft for wildland fire incidents; and if approved, authorize Chairman to execute Agreement. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 9Q(1) be approved, authorized and executed. The Agreement for same is attached hereto and made a part of the minutes thereof.

09-760 AGENDA ITEM 9Q(2) - SHERIFF

Agenda Subject: “Approve the State of Nevada, Office of Attorney General, Recovery Act Violence Against Women Act Grant Program [\$82,336 with no County match] to fund retention of one Sheriff’s Office Victim Advocate for 12 months; and if approved, authorize Finance to make necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Agenda Item 9Q(2) be approved and authorized.

09-761 AGENDA ITEM 9Q(3) - SHERIFF

Agenda Subject: “Approve Sheriff’s Security Agreement between the County of Washoe, the Washoe County Sheriff’s Office and Reno-Tahoe Open Foundation to provide uniformed Deputy Sheriffs for Security [estimated security costs \$40,000 to be reimbursed by Reno-Tahoe Open] during the 2009 Reno-Tahoe Open Golf Tournament, August 3 through 9, 2009; and if approved, authorize Chairman to execute Agreement. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 9Q(3) be approved, authorized and executed.

09-762 AGENDA ITEM 9R(1) – WATER RESOURCES

Agenda Subject: “Approve and authorize the Chairman to execute a Memorandum of Understanding for the Development and Maintenance of a Truckee River Coordinated Monitoring Program and authorize possible funding from Sewer Rates Fund 566, Cost Center 664900, Account 901110 in an amount not to exceed \$9,000 per fiscal year. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 9R(1) be approved, authorized and executed.

09-763 AGENDA ITEM 9R(2) – WATER RESOURCES

Agenda Subject: “Approve and authorize the Chairman to execute the Corrected Water Sale Agreement between Truckee Meadows Water Authority (Sun Valley Quail) and Washoe County, and direct the Water Rights Manager to record the document. (Commission District 5.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 9R(2) be approved, authorized, executed and directed. The Agreement for same is attached hereto and made a part of the minutes thereof.

09-764 AGENDA ITEM 9R(3) – WATER RESOURCES

Agenda Subject: “Approve and authorize the Chairman to execute the Water Rights Deed between Washoe County and Truckee Meadows Water Authority (Autumn Wood Townhomes) reconveying 9.62 acre-feet of return flow water rights. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Agenda Item 9R(3) be approved, authorized and executed.

09-765 AGENDA ITEM 9R(4) – WATER RESOURCES

Agenda Subject: “Approve and authorize the Chairman to execute Quitclaim Deeds on APN 049-070-41 (South Truckee Meadows General Improvement District Tank #6 site) and APN 049-080-02 (STMGID well #7 site) to the South Truckee Meadows General Improvement District. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 9R(4) be approved, authorized and executed.

09-766 AGENDA ITEM 9R(5) – WATER RESOURCES

Agenda Subject: “Approve and authorize the Chairman to accept and execute the U.S. Department of the Interior, Bureau of Land Management Right-of-Way Grant, Serial Number NVN-085174, U.S., the Department of the Interior, Bureau of Reclamation Grant of Easement for Water Pipeline Contract Number 09-LC-20-

0006, and Right of Entry and Hold Harmless Agreement between Washoe County and Truckee Canyon Water Company, LLC. (Commission District 4.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 9R(5) be approved, authorized and executed.

09-767 AGENDA ITEM 9I(2) – COMMUNITY DEVELOPMENT

Agenda Subject: “Authorize the Chairman to execute a Resolution pursuant to NRS 278.0272(7) to sponsor an amendment to the 2007 Truckee Meadows Regional Plan to include APN 087-390-13 (243.02 acres) in the Washoe County portion of the Truckee Meadows Services Area (TMSA) pursuant to Policy 1.1.7.3 of the 2007 Truckee Meadows Regional Plan, and other matters properly related thereto. (Commission District 5.)”

Commissioner Larkin asked if the movement of the acreage had any impact on the Settlement Agreement “bucket” or the juxtaposition. Adrian Freund, Community Development Director, explained the movement would have an impact on the “flexibility bucket” of 640 acres with approximately 243 acres coming out of that bucket. He indicated to date none of those acres had been used. Commissioner Larkin said it would not add to the County’s deficiency. Mr. Freund commented it would not because the 640 acres was kept outside the provisions of the deficit calculation.

Commissioner Larkin asked if that was consistent with the District Attorney’s (DA’s) opinion concerning the Settlement Agreement. Melanie Foster, Legal Counsel, replied it was consistent with the DA’s opinion. Commissioner Larkin stated that was also consistent with the Settlement Agreement and the understanding of the County’s negotiation team. Ms. Foster concurred.

Commissioner Weber believed this would not be out of any bucket that was part of the negotiation. She said the owner of the Silver Knolls property had asked for it to be annexed and were willing to work on negotiations.

Mr. Freund explained the “flexibility bucket” was established by action of the Governing Board in November 2007. He said it was established at 640 acres to provide flexibility outside the terms of the Settlement Agreement and the policies of the Regional Plan relating to the overall Truckee Meadows Service Area (TMSA) capacity. Mr. Freund said during 2005 discussions and negotiations concerning this property were held with the Silver Knolls residents and added the North Valleys Plan carried an annotation that this property was proposed to be detached. He said the Regional Plan amendment was necessary to lay the groundwork for the detachment and application, which was pending before the Reno City Council.

Commissioner Weber stated after the approximate 6,000 properties were annexed to the City of Reno the negotiation team worked with the community and the developer to discuss what was best for the Sliver Knolls community. She thanked everyone for working together.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 9I(2) be adopted, authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

09-768 AGENDA ITEM 9M(2) – COMMUNITY SUPPORT
ADMINISTRATOR

Agenda Subject: “Approve and authorize Chairman to sign Washoe County Human Services Consortium Grant Program Contracts: Food Bank of Northern Nevada [\$31,553], Family Promise [\$31,553], Crisis Call Center [\$25,243], Nevada Hispanic Services [\$25,243] Kids to Senior Korner [\$31,553]; approve a grant to Care Chest [\$11,401] for Fiscal Year 2009/10; and approve and authorize Chairman to sign Resolutions necessary for same and direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

Commissioner Larkin stated the grants were excellent; however, indicated there were a few errors that needed to be corrected and stated those corrections that were needed. He asked where the 72 percent value of measurable outcome came from concerning Family Promise.

Gabrielle Enfield, Community Support Administrator, replied when nonprofit organizations submit their application to the Human Services Consortium it was identified what would be accomplished with the requested grant funding. She said that outcome came from their determination of the success rate they have had. She explained 72 percent of families served would be transitioned to permanent housing situations and maintain their own housing. Commissioner Larkin asked who comprised Family Promise. Ms. Enfield commented she did not have the list of the interfaith community that comprised Family Promise, but would supply the current list to the Board. She said the contract was with Family Promise and the congregations were partnered to help. Commissioner Larkin asked if the outcomes and expenses had been in a report before the Board. Ms. Enfield remarked a report was conducted annually and generally did not go before the Board; however, copies were provided to each Commissioner. She said part of the policies and procedures for the Human Services Consortium allowed the grantees to modify their outcomes prior to three months of the end of the contract.

Commissioner Weber believed in the future there needed to be an explanation of where the monies went and an explanation of the grantees. Ms. Enfield

indicated paragraphs were in each of the contracts that defined what the organizations did, but that could also be provided to the Board.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 9M(2) be approved, authorized, executed and directed. The Resolutions for same are attached hereto and made a part of the minutes thereof.

BLOCK VOTE

The following agenda items were consolidated and voted on in a block vote: Agenda Items 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 28.

09-769 AGENDA ITEM 15 – DISTRICT ATTORNEY

Agenda Subject: “Recommendation to accept the balance of CARES/SART capital donations from the Mathewson Charitable Lead Trusts One-Four [\$108,981.47] for operational costs of, and equipment purchases for, the CARES/SART Center; and if accepted, direct Finance to make the necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Humke ordered that Agenda Item 15 be accepted and directed.

09-770 AGENDA ITEM 16 – DISTRICT ATTORNEY

Agenda Subject: “Recommendation to authorize District Attorney to accept a Victim of Crime Act (VOCA) Grant [\$141,000 - 25% match required \$35,250] from the State Division of Child and Family Services to purchase equipment used in either the Victim Witness Assistance Center and/or the Jim Pagels CARES/SART Facility and to provide travel and training funds for those who serve the victims of child abuse and/or domestic violence, including but not limited to, victim advocates and the medical staff at the Jim Pagels CARES/SART Facility (grant period is from July 1, 2009 through June 30, 2012); and if approved, direct Finance to make necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Humke ordered that Agenda Item 16 be approved, authorized and directed.

09-771 AGENDA ITEM 17 – JUVENILE SERVICES

Agenda Subject: “Recommendation to approve Interlocal Contract between the County of Washoe (Juvenile Services) and the State of Nevada (Department of Health and Human Services, Division of Child and Family Services) to provide funding [\$452,001.90] over a two-year period (July 1, 2009 – June 30, 2011) for the salaries of two Juvenile Probation Officers assigned to the Intensive Supervision Program for juvenile offenders and additional support staff to work with kids who have co-occurring disorders - these monies are provided through Community Corrections Partnership Block Grant Funding. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Humke ordered that Agenda Item 17 be approved. The Agreement for same is attached hereto and made a part of the minutes thereof.

09-772 AGENDA ITEM 18 - PARKS

Agenda Subject: “Recommendation to accept cash donations [\$200,000 for Fiscal Year 2009/10 general operating support of the Wilbur D. May Center, \$100,000 in support of temporary exhibits at the Wilbur D. May Museum and \$63,350 in special programming and projects - total \$363,350] from the Wilbur May Foundation; and if accepted, direct Finance to make necessary budget adjustments. (Commission Districts 3 and 5.)”

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

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Humke ordered that Agenda Item 18 be accepted and directed.

09-773 AGENDA ITEM 19 – LABOR RELATIONS

Agenda Subject: “Recommendation to approve Collective Bargaining Agreements with the Washoe County Sheriff’s Deputies Association and the Washoe County Supervisory Sheriff’s Deputies Association bargaining units for the period July 1, 2008 through June 30, 2009; ratify same; a lump sum payment equal to 0.75% which is the amount that employee pay grades were reduced for the Public Employees’ Retirement System (PERS) changes implemented on July 23, 2007. The lump sum payment will be calculated for the period July 24, 2007 through June 30, 2008; reinstate the 0.75% July 2007 PERS reduction equivalent to the pay grades

effective retroactive to July 1, 2008; the cost of the lump sum payment for July 24, 2007 through June 30, 2008 is \$267,000 and the projected cost of the general increase to be effective July 1, 2008 is approximately the same, \$265,000. Total cost of the lump sum and increase for Fiscal Year 2008/09 is approximately \$532,000; events which could potentially trigger wage increases retroactive to July 1, 2008 shall be evaluated following the closing and final audit of the County's adopted Fiscal Year 2008/09 books dependent on the ending fund balance, and if approved, authorize Chairman to execute Collective Bargaining Agreement upon completion. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 19 be approved, ratified, authorized and executed.

09-774 AGENDA ITEM 20 - PURCHASING

Agenda Subject: "Recommendation to award Washoe County Bid #2673-09 for a Video Visitation System, on behalf of the Washoe County Sheriff and the Technology Services Department, to Simplex Grinnell LP [\$458,836.19]; and if awarded, authorize Acting Purchasing and Contracts Administrator to execute an Agreement for same. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Humke ordered that Agenda Item 20 be awarded, authorized and executed.

09-775 AGENDA ITEM 21 - PURCHASING

Agenda Subject: "Recommendation to award Request for Proposal No. 2688-09 for Medical Services-Sheriff's Office Personnel to Dr. Michael Haley [estimated annual amount \$163,405, funds approved in Fiscal Year 2009/10 Sheriff's Office budget]; and if awarded, authorize Acting Purchasing and Contracts Administrator to execute a two-year Agreement with Dr. Haley for said services, with Washoe County retaining an option to renew the Agreement for one additional year. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Humke ordered that Agenda Item 21 be awarded and authorized.

09-776 AGENDA ITEM 22 – PUBLIC WORKS

Agenda Subject: “Recommendation to award bid for the Liberty Center 6th Floor HVAC Improvements to the lowest responsive and responsible bidder (staff recommends Fleet Heating and Air) [\$122,175]; and if awarded, authorize Chairman to execute the contract documents. (Commission District 3.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 22 be awarded, authorized and executed.

09-777 AGENDA ITEM 23 – PUBLIC WORKS

Agenda Subject: “Recommendation to approve Amendment No. 1 to the Cooperative Agreement titled Lemmon Drive Pedestrian Project with the State of Nevada, Department of Transportation, to increase the amount to be paid to Washoe County by \$200,000 (Restricted Funds); and if approved, direct Finance to make necessary budget adjustments, appoint the Director of Public Works as Agent for Washoe County for this project and if approved, authorize Public Works Director to execute Amendment No. 1. (Commission District 5.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Humke ordered that Agenda Item 23 be approved, directed, authorized and executed.

09-778 AGENDA ITEM 24 – PUBLIC WORKS

Agenda Subject: “Recommendation to approve First Amendment to Lease between Kaufman Greenbrae Center, LLC and Washoe County commencing upon execution to accept a rental concession for the Sparks Justice Court continued occupancy at 630 Greenbrae Drive, Sparks, Nevada; [fiscal impact for Fiscal Year 2009/10 is \$187,053 budgeted in Sparks Justice Court Lease Cost Center from a General Fund source; and if approved, authorize Chairman to execute the First Amendment. (Commission District 3.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 24 be approved, authorized and executed.

09-779 AGENDA ITEM 25 – PUBLIC WORKS/TRUCKEE RIVER FLOOD PROJECT

Agenda Subject: “Recommendation to approve 24-month First Amendment to Lease between Reno Technology Center I, LLC and Washoe County, retroactive to July 1, 2009 in order to accept a rental concession for the Truckee River Flood Project continued occupancy at 9390 Gateway Drive [fiscal impact for Fiscal Year 2009/10 is \$102,194 and budgeted in the Flood Project Lease Cost Center in a dedicated fund]; and, if approved, direct Chairman to execute the First Amendment. (Commission District 1.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 25 be approved, directed and executed.

09-780 AGENDA ITEM 26 – MANAGEMENT SERVICES

Agenda Subject: “Recommendation to accept a proposal from the responsive, responsible proposer, Ecology and Environment, Inc., in response to Washoe County Request For Proposal No. 2695-09 to assist Washoe County and its statewide partners with the development of evacuation traffic plans; and if accepted, authorize Acting Purchasing and Contracts Administrator to execute an Agreement for same in the proposed amount of \$100,000. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Humke ordered that Agenda Item 26 be accepted, authorized and executed.

09-781 AGENDA ITEM 28 – SOCIAL SERVICES

Agenda Subject: “Recommendation to approve and authorize Chairman to execute an Interlocal Contract Between Public Agencies (State of Nevada, Department of Health and Human Services Division of Health Care Financing and Policy) and Washoe County [\$1.5 million annually] - July 1, 2009 through June 30, 2013 - for the Disproportionate Share Program. (All Commission Districts.)”

Commissioner Larkin disclosed he sat on the Board of the Northern Nevada Medical Center which was a compensated position. He asked with regard to voting on this did that represent a conflict of interest. Melanie Foster, Legal Counsel,

explained since it was a compensated position, and in the interest of propriety, he should abstain on this item.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin abstaining, it was ordered that Agenda Item 28 be approved, authorized and executed. The Agreement for same is attached hereto and made a part of the minutes thereof.

09-782 AGENDA ITEM 27 – SOCIAL SERVICES

Agenda Subject: “Recommendation to approve and authorize Chairman to execute Agreement between the County of Washoe (Social Services) and Washoe County Access to Health Care Network [\$100,000 for Fiscal Year 2009/10] with two additional one-year renewals with Access to Health Care Network to purchase access to its network of doctors and administrative services, including negotiated rates and case management for clients in the Health Care Assistance Program. (All Commission Districts.)”

Kevin Schiller, Social Services Director, said this would offset the Health Care Assistance budget. He explained in moving forward staff had attempted to track clients coming into the Health Care Assistance Case Management Model. Mr. Schiller indicated staff backtracked those caseloads over a two-year period and in evaluating how to move forward with the budget learned that essentially about 33 clients fell off the case load for Health Care Assistance based on their referral to Access to Health Care. He stated that equated to a cost-savings by removing the clients off the caseload, offsetting what was paid on average from the Health Care Assistance budget.

In response to a correction noted in the staff report by Commissioner Larkin, Mr. Schiller explained the correct wording would be “the department along with other County departments and community agencies collaborated in writing with the Health Care Access Program in 2004 and received \$2.7 million in federal funding.” Commissioner Larkin indicated the second paragraph on page 3 stated “the Pilot Program proved to be very successful,” and as a result of that Pilot Program over the course of 18 months, 115 County patients were served. He asked if those were indigent patients. Mr. Schiller replied that was correct. Commissioner Larkin said indigent people were served throughout the entire County and that needed to be stated.

Katy Simon, County Manager, remarked it was important for the County to track the numbers and provide that outcome information because leadership from Access to Health Care were in Washington D.C. meeting with the Secretary of Health and Human Services Kathleen Sebelius and looking at this program becoming a national demonstration. She added this began with Washoe County investing in the program. Mr. Schiller anticipated returning to the Board to increase this benefit and noted it was a model for the community.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 27 be approved, authorized and executed.

11:37 a.m. The Board convened as the Sierra Fire Protection District (SFPD) Board of Fire Commissioners.

12:15 p.m. The Board adjourned as the SFPD Board of Fire Commissioners and convened as the Truckee Meadows Fire Protection District (TMFPD) Board of Fire Commissioners.

1:25 p.m. The Board adjourned as the TMFPD Board of Fire Commissioners and convened as the South Truckee Meadows General Improvement District (STMGID) Board of Trustees.

1:25 p.m. The Board adjourned as the STMGID Board of Trustees and reconvened as the Board of County Commissioners with Commissioner Larkin temporarily absent.

1:34 p.m. The Board recessed.

2:09 p.m. The Board reconvened with all Commissioners present.

09-783 AGENDA ITEM 13 – COMMUNITY DEVELOPMENT

Agenda Subject: Appearance: “David Byerman, Chief Government Liaison for Nevada U.S. Department of Commerce. Presentation regarding 2010 census and possible approval of a Resolution of support for Nevada’s Census 2010 Campaign; and if Resolution approved, authorize Chairman to execute same.”

David Byerman, Chief Government Liaison for the Nevada U.S. Department of Commerce, conducted a PowerPoint presentation, which was placed on file with the Clerk, highlighting the 2010 census, how the census would benefit Nevada, comparison of the 1990 and 2000 State census, a successful approach for Nevada, the impact of the undercount and the request from the Nevada U.S. Department of Commerce.

Commissioner Jung remarked the questionnaire consisted of 10 questions, unless there were additional people in the home. Mr. Byerman stated that was correct and explained a portion of the questions were for certain individuals. He said the second page of the questionnaire explained who would answer the questions. Commissioner Jung suggested Mr. Byerman initiate contact with the Latino Alliance to ensure all people would be counted who lived in the County regardless of their immigration status. Mr.

Byerman indicated there was an entire team dedicated to working with the Latino, African American and Asian communities.

Commissioner Larkin asked for an estimate of the amount of federal tax monies the State sent to Washington D.C. Mr. Byerman replied he did not know that disparity. Commissioner Larkin asked what the importance was of the census to Nevada citizens in terms of receiving programs such as federal highway and Social Security, which for the census were safety net programs. Mr. Byerman stated much could be learned from the political calculations used by several committees in Congress and the Senate. He said the Chair of those committees often were from the midwest and the northeast where census data was used for their funding calculations. He said the Chairs from the west used annually updated demographers' estimates for their calculations, which could be based on nine-year old data.

There was no public comment on this item.

Commissioner Larkin read and presented the Resolution of Support to Mr. Byerman.

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

09-784 AGENDA ITEM 14 – WATER RESOURCES

Agenda Subject: “Possible adoption of an Ordinance revising the requirements and Schedule of Rates and Charges for water service within certain areas of Washoe County; requiring the Department of Water Resources to submit billings to all water users within the certain areas; requiring payment thereof; and providing procedures for its enforcement (Bill No. 1590). This Ordinance repeals Ordinance No. 1389. (All Commission Districts.)”

This item was continued from the June 23, 2009 Board meeting where a reading of the Ordinance occurred and Ordinance No. 1411 was assigned.

Rosemary Menard, Water Resources Director, explained the staff report highlighted the changes proposed and provided an overview of the recommendations from the Water Rates Study Working Group, the public meetings held and the mitigation measures taken in an attempt to decrease the operating costs in the water utility and the organization.

Chairman Humke said because there was a major push to consolidate water agencies in the region, it seemed the County would do well to harmonize some of the systems in the way that business was conducted and services delivered. He asked if an audit could be conducted of the Department of Water Resources (DWR) by the Public

Utility Commission (PUC) or their contractor and called on other water utilities to conduct the same. Chairman Humke suggested voting for the rate increase for the first year then review the results of the proposed audit before moving forward.

Ms. Menard indicated if so directed an audit would be entertained by the Department; however, that had not been budgeted for in the current Fiscal Year, but if intended to be done, staff could look for ways to fund the audit. She indicated the Board was provided with a five-year process because there was specific policy goals that staff was attempting to achieve that required certain reserves be built. Ms. Menard said the goal in providing the five-year program was to help the department move toward those policy goals, but if the Board was interested in staff reviewing the operation and the performance against the audit standards, that could be completed.

Commissioner Weber asked what would happen to the budget if the Board chose for the item to return in six months. Ms. Menard said about 86 percent of the departments generated annual income came within the irrigation season typically the last part of the spring and through the summer depending on the weather conditions. She said if staff returned in six months fundamentally the adopted budget could not be supported and could fall further behind on the issues of building reserves and meeting the operating expenses, which the current rates did not provide for those adequate resources. She said to defer this would make the water utility less viable as a financial operation.

Commissioner Larkin said he was an advocate for the consolidation efforts through the Western Regional Water Commission with Truckee Meadows Water Authority (TMWA) and DWR that there would be significant efficiencies achieved. He said DWR had to be brought to an operational level that would meet debt and cash flow requirements or there would be no chance for consolidation that would help the County or the Cities to have an efficient water system. Commissioner Larkin asked how Ms. Menard felt about pursuing a one-year rate increase. Ms. Menard replied the organization had been reviewing the policies, procedures, systems and process in order to improve the ability to serve customers and services in a responsive way, but the organization had been through a rapid evolution over the past decade. She recommended if an audit was conducted that a holistic view be taken of the organization as opposed to just a water utility.

Chairman Humke said Ms. Menard alluded to the general approach that the Board may take and have DWR fund the cost of the audit. He asked if it would be possible to take the cost of the audit from the reserve build-up. Ms. Menard replied possibly. However, with respect to the rate stabilization reserve and the intent of the timeframe for building the rate stabilization reserve, that may be pushed back because of an existing deficit. She said this could be brought back in the first or second quarter of next year depending on the audit.

Commissioner Larkin remarked the consensus was to move forward with an audit as well as an approval of a one-year rate increase.

Ben Hutchins, Finance and Customer Service Manager, explained all the tables in the report had been updated for a five-year cycle in the Ordinance. Melanie Foster, Legal Counsel, said the Ordinance was written to encompass a five-year series of increases, so if the Board chose to go with a one-year increase it would need to be conducted in the month of August and begin anew. Chairman Humke asked if it were possible to consider a rate change a minor change. Ms. Foster replied it would not be a minor change since every table showed rates for the next five years.

Commissioner Larkin suggested considering the five-year implementation and then return with the audit to have reconsideration at that time. Chairman Humke explained that would be approval and potential repeal.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, Chairman Humke ordered that the Ordinance be adopted revising the Requirements and Schedule of Rates and Charges for Water Service within certain areas of Washoe County; requiring the Department of Water Resources to submit billings to all water users within certain areas of Washoe County; requiring payment thereof; and providing procedures for its enforcement. This Ordinance repeals Ordinance No. 1389. It was further ordered that the Director of Water Resources be required to bring back the said Ordinance and an audit for reconsideration of years two through five.

09-785 AGENDA ITEM 29 - LIBRARY

Agenda Subject: “Recommendation to appoint one individual to fill a vacant seat on the Washoe County Library Board of Trustees, with a term effective July 16, 2009 through June 30, 2013. (All Commission Districts.)”

There was no public comment on this item.

Following discussion, on motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, Chairman Humke ordered that Thomas Cornell be appointed to the Washoe County Library Board of Trustees with a term effective July 16, 2009 through June 30, 2013.

09-786 AGENDA ITEM 30 – COMMUNITY DEVELOPMENT

Agenda Subject: “Discussion and possible direction to Washoe County agencies and departments supervised by the Washoe County Manager to continue to accept and process anonymous complaints for possible Washoe County Code violations - County Commission may also provide policy direction to the same agencies and departments concerning repetitive, unfounded complaints and will additionally receive an update on complainant information and public records for code compliance cases. (All Commission Districts.)”

Adrian Freund, Community Development Director, explained staff had been directed by the Board to return to a future meeting to have discussion concerning the acceptance and processing of anonymous complaints and to review repetitive and unfounded complaints. He indicated a survey was completed of a number of internal and external agencies and noted the results were listed in the staff report. He said because the proposed administrative enforcement process was administrative all complainant information would be available as public record unlike the current situation. Mr. Freund said most of the agencies staff spoke to were concerned if anonymous complaints were not accepted there may be two outcomes, a considerable dampening of the number of complaints about issues that may be public health or safety, or the possibility that some of those situations could be ignored or overlooked. He commented most of the agencies and departments had no specific procedures for repetitive complaints. Mr. Freund said for code enforcement it was not a very frequent occurrence that there were repetitive complaints on the same property and noted staff reviewed the validity of those complaints and documented them in case files. He concluded it appeared anonymous complaints were accepted, but whether those would be subject to disclosure depended on whether the County remained with the misdemeanor process or converted to an administrative process.

Commissioner Weber said she was concerned about the staff report and asked if the results were shared with the citizen committee or that this issue was agendaized today. Mr. Freund replied only those members who attended the April 21, 2009 workshop would have known. Commissioner Weber felt the staff report did not indicate anything about the development or administrative code or things discussed with the citizen committee. She felt it would be fair to have input from that committee. She also had concerns about anonymous phone calls and how the County would defend those in court. Mr. Freund explained the process. He said the Code Enforcement Officer verified the complaint and for the purpose of the court case became the complainant in presenting and defending the case.

Melanie Foster, Legal Counsel, stated the viability of these cases in court would depend upon the evidence, regardless of how a case was initiated.

Commissioner Weber believed discussion was needed concerning repetitive complaints and comments from the citizen committee. Mr. Freund explained the County was complaint-driven, but emphasized the Officers did not tour around the neighborhood of complaint and look for other violations on other properties. He commented the complaint had to be about a matter covered within Code.

Katy Simon, County Manager, said the ability for people to make an anonymous complaint was an important part to maintain the quality of life in their neighborhood. She said staff would gladly bring this information to the citizen committee for discussion and opportunity to comment and also return with strategies in dealing with repetitive anonymous complaints concerning the same property.

Commissioner Weber felt the Officers should only be investigating when the health, safety and welfare was in jeopardy. She said much of that came under different venues that had the anonymous complaint portion.

Mr. Freund suggested distributing the comments to the citizen committee for their review and then discuss those comments during the August 11, 2009 Commission meeting when there would be a first reading of an ordinance. Commissioner Weber agreed and requested a report on how other Code enforcement issues were reported outside of the realm of Building and Safety or Animal Services. She also requested a summary of codes that were typically violated.

Commissioner Breternitz supported members of the community being able to file anonymous complaints.

Commissioner Weber moved to continue the item to the August 11, 2009 Commission meeting. Commissioner Breternitz seconded the motion for discussion.

Commissioner Breternitz felt this related to the enforcement ordinance, and thought the information should be delivered to the citizen committee to accept their comments. However, he did not believe this needed to be an open item.

Commissioner Weber withdrew the motion and the seconder agreed.

Chairman Humke said there was a strong intent to achieve additional information as to the number of complaints reviewed whether animal, nuisance, unfounded or repetitive.

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

09-787 AGENDA ITEM 31 - FINANCE

Agenda Subject: “Recommendation to approve and execute an Interlocal Agreement between the County of Washoe and Department of Motor Vehicles (DMV) and scope of work for collection of motor fuel taxes indexed to the rate of inflation and pay the DMV 1% of gross amount collected for the period of Fiscal Year 2010 through Fiscal Year 2013 at a total projected administrative expense deduction from the motor vehicle fuel tax collection of \$380,480. (All Commission Districts.)”

Commissioner Larkin indicated there was no staff report for this item and noted the information was not published on the County website.

Darin Conforti, Budget Manager, explained in the compression of time, staff was unable to have the staff report prepared in order to submit for publication. He said NRS Chapter 373 required that the interlocal agreement be in place before the ordinance was enacted by the Board, but felt it could be brought forward to the August

11, 2009 Commission meeting to allow proper notice. Commissioner Larkin suggested continuing the item.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, Chairman Humke ordered that Agenda Item 31 be continued to the August 11, 2009 County Commission meeting.

09-788 AGENDA ITEM 32 - FINANCE

Agenda Subject: “Recommendation to adopt the Washoe County Fiscal Year 2010-2014 Capital Improvements Program Plan. Projects will return to the Board for separate action prior to implementation. (All Commission Districts.)”

Commissioner Larkin indicated there was no staff report for this item and noted the information was not published on the County website.

Darin Conforti, Budget Manager, explained in order to meet the obligation of NRS Chapter 354, stating the County was required to file a five-year Capital Improvement Plan (CIP) by August 1st of each year. Staff took the budget authority appropriated by the Board in the adopted budget and delineated that in the Fiscal Year 2009/10 budget showing the expected projects for the use of those capital dollars. He said the caveat before any action was taken on projects was they would be brought back before the Board for a full vetting and before any implementation or any use of funds.

Commissioner Larkin stated he did not have that before him and would not feel comfortable voting without that being before him.

Katy Simon, County Manager, stated the pay-as-you-go projects in the CIP for next year had been reviewed by the Board in departmental budget plans and everything in next year’s plan the Board had already seen in budgets. She asked the Board for their endorsement and then staff would return to the Board if modification of the CIP was needed.

Commissioner Larkin asked what would be the consequences if the filing was late. Mr. Conforti replied he would need to contact the Department of Taxation for clarification.

Chairman Larkin requested Mr. Conforti place the call to the Department of Taxation and return to the meeting upon their response.

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Later in the meeting, Mr. Conforti stated he spoke with the Department of Taxation and said the report could be filed to meet the statutory deadline and then submit a revised report pending the Board's approval on August 11, 2009.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, Chairman Humke ordered that Agenda Item 32 be continued to the August 11, 2009 meeting to approve the CIP report.

3:34 p.m. The Board reconvened as the Sierra Fire Protection District (SFPD) Board of Fire Commissioners to continue discussion on two items.

4:00 p.m. The Board adjourned as the SFPD Board of Fire Commissioners and reconvened as the County Commission.

4:04 p.m. The Board recessed.

6:05 p.m. The Board reconvened with all Commissioners present.

PUBLIC HEARINGS

09-789 AGENDA ITEM 33 – BUILDING AND SAFETY

Agenda Subject: “Second reading and adoption of an Ordinance amending the Washoe County Code by repealing provisions in Chapter 100 relating to work exempt from permit and by adding new provisions with certain changes concerning work exempt from permit, and providing other matters properly related thereto (Bill No. 1592). (All Commission Districts.)”

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

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Ordinance No. 1413, Bill No. 1592, entitled, "**AN ORDINANCE AMENDING THE WASHOE COUNTY CODE BY REPEALING PROVISIONS IN CHAPTER 100 RELATING TO WORK EXEMPT FROM PERMIT AND BY ADDING NEW PROVISIONS WITH CERTAIN CHANGES CONCERNING WORK EXEMPT FROM PERMIT, AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO,**" be approved, adopted and published in accordance with NRS 244.100.

09-790 AGENDA ITEM 34 – BUILDING AND SAFETY

Agenda Subject: “Second reading and adoption of an Ordinance amending Chapter 100 of the Washoe County Code by adding thereto a provision increasing fees for building permits, including building permits, other inspection and permit fees, and plan review fees, and providing other matters properly related thereto (Bill No. 1593). (All Commission Districts.)”

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

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, Chairman Humke ordered that Ordinance No. 1414, Bill No. 1593, entitled, "AN ORDINANCE AMENDING CHAPTER 100 OF THE WASHOE COUNTY CODE BY ADDING THERETO A PROVISION INCREASING FEES FOR BUILDING PERMITS, INCLUDING BUILDING PERMITS, OTHER INSPECTION AND PERMIT FEES, AND PLAN REVIEW FEES, AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO," be approved, adopted and published in accordance with NRS 244.100.

09-791 AGENDA ITEM 35 - FINANCE

Agenda Subject: “Second reading and adoption of an Ordinance amending Chapter 15 of the Washoe County Code (county finances; purchasing) by increasing the purchasing limit and eliminating the separate limit for knowledge based services and other matters properly related thereto (Bill No. 1594). (All Commission Districts.)”

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

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Ordinance No. 1415, Bill No. 1594, entitled, "AN ORDINANCE AMENDING CHAPTER 15 OF THE WASHOE COUNTY CODE (COUNTY FINANCES; PURCHASING) BY INCREASING THE PURCHASING LIMIT AND ELIMINATING THE SEPARATE LIMIT FOR KNOWLEDGE BASED SERVICES AND OTHER MATTERS PROPERLY RELATED THERETO," be approved, adopted and published in accordance with NRS 244.100.

09-792 AGENDA ITEM 36 – SPECIAL DEPUTY DISTRICT ATTORNEY

Agenda Subject: “Sun Valley General Improvement District--consider property owner protests filed with the County Clerk against the addition of the power to

furnish recreational facilities to the basic powers granted the Sun Valley General Improvement District; receive the modified service plan prepared by the District; and based upon the number of protests filed with the Clerk, provide direction to staff to proceed with an Ordinance adding or not adding recreation powers to the District's basic powers. (Commission Districts 3 and 5.)”

The Chairman opened the public hearing by calling on anyone wishing to speak for or against the Sun Valley General Improvement District adding additional powers to furnish recreational facilities to their basic powers.

Amy Harvey, County Clerk, stated the County Clerk’s Office received 44 letters of protest from Sun Valley citizens.

Darrin Price, Sun Valley General Improvement District General Manager (SVGID), provided the Board with an amendment to the service plan in order to comply with NRS Chapter 308. He said this was a unique opportunity to partner with the County and enhance the recreational opportunities in Sun Valley.

Garth Elliott said this was the best process and was given due diligence by SVGID. He noted it was a plus for the Sun Valley area and Washoe County.

Marjorie Cutler remarked she voted for the Sun Valley Pool to remain open and would pay the assessment; however, she was against the proposed addition of powers to SVGID. She said recreation facilities were not just the pool, they also included parks and little league teams that could be put into that category. She hoped the SVGID Board members were attending the Truckee Meadows Water Authority (TMWA) meetings and paid attention to those boards.

Margaret Reinhardt said she was opposed to the proposed action because of the negative financial impact that could occur to the residents of Sun Valley. She felt the mailers issued to support the request for the pool were slanted.

Glenda Walls said many residents of Sun Valley strongly rejected the proposal to grant additional powers to SVGID to gain control of Sun Valley recreational facilities. She said if SVGID was granted control of the recreational facilities there would be a tax increase to the residents and could strain those citizens already on fixed incomes.

Gary Schmidt stated he supported the concept of SVGID taking over the recreational facilities. He said he had been an outspoken proponent of Sun Valley becoming their own city, which was prohibited by State law, but added he was a proponent of changing the State law. Mr. Schmidt remarked this issue needed to slow down and needed more consideration since there had been several Open Meeting Law (OML) violations. He indicated three SVGID Board members sat on the Sun Valley Citizen Advisory Board (CAB), which was a quorum of SVGID at every CAB meeting and noted that was an OML violation since an issue could be discussed that would come before SVGID.

Commissioner Jung asked what position SVGID took for these due powers. Mr. Price replied a motion was passed to proceed with the request for the recreational powers at a regular scheduled Board meeting. Commissioner Jung asked when the tax increase was referenced per each resident, would that be a year round assessment. Mr. Price said when the issue of the pool arose the Board went with the worst case scenario to see how the residents would respond. He said it was calculated that it would take a few dollars a month per customer to maintain the pool and a few dollars more to do maintenance and operation of the parks in the area. He said the five dollar a month survey was for everything. Mr. Price stated the SVGID Board conducted a mailing to the 6,000 SVGID customers and received 1,156 responses; 733 voted in favor of and 423 against. It was determined that of the 6,000 notices mailed, 44 protest letters were received which constituted less than 1 percent of SVGID residents.

In response to questions that arose during public comment concerning the OML, Melanie Foster, Legal Counsel, explained there were a number of situations when public officials sat on other Boards. She said she would not postulate that the presence of the same individuals on two boards would always constitute an OML violation.

The Chairman closed the public hearing.

Commissioner Weber remarked this was a positive move for SVGID to proceed forward. Commissioner Jung agreed with Commissioner Weber and thanked SVGID for taking an official position and also thanked the County Manager for recommending that the Sun Valley pool remain open for the upcoming summer.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Humke ordered that staff be directed to proceed with an Ordinance adding the power to furnish recreational facilities to the basic powers granted to the Sun Valley General Improvement District.

09-793 AGENDA ITEM 37 – COMMUNITY DEVELOPMENT

Agenda Subject: “Comprehensive Plan Amendment Case No. CP09-003 - Spanish Springs Area Plan. (Commission District 4.)”

“A request to amend the Spanish Springs Area Plan, being a part of the Washoe County Comprehensive Plan, to amend Policy 17.2 (c) of the Spanish Springs Area Plan to increase the overall percentage of commercial and industrial regulatory zone acreage from 7.25% up to 9.1% of the Suburban Character Management Area, and; to re-designate a portion of Assessor's Parcel Number 530-280-72, comprising approximately \pm 221.9 acres, of which \pm 100 acres are subject to this request. The change in land use would be from Open Space (OS) to Industrial (I). The subject property is located on the west side of Pyramid Highway, adjacent to Martin Marietta Road at the northwest edge of the existing Spanish Springs Business Park. The subject parcel is within the Truckee Meadows Service Area (TMSA), within the Suburban Character Management Area (SCMA) of the Spanish

Springs Area Plan and within the Area of Interest of the City of Sparks, as identified by the 2007 Truckee Meadows Regional Plan. The subject parcel is located within Section 14, T21N, R20E, MDM, Washoe County, Nevada. The property is within Washoe County Commission District 4 and within the Spanish Springs Citizen Advisory Board boundary. To reflect changes requested within this application and to maintain currency of general area plan data, administrative changes to the area plan are proposed. These administrative changes include: a revised map series with an updated parcel base; and if approved, authorize the Chair to sign the Resolution of the updated area plan after a determination of conformance with the Regional Plan by the Truckee Meadows Regional Planning Agency.”

The Chairman opened the public hearing by calling on anyone wishing to speak for or against Comprehensive Plan Amendment Case No. CP09-003.

Sandra Monsalvè, Senior Planner, conducted a PowerPoint presentation, which was placed on file with the Clerk, highlighting the request, the adopted land use and proposed land use, compatibility, the Spanish Springs Suburban Character Management Area map, supported policies and citizen input.

Bob Sader, applicant representative, explained the original proposal was withdrawn due to a number of protests from the residents of the Pebble Creek subdivision, so the applicant returned with a smaller proposal acceptable to the Pebble Creek residents. He remarked in 2008 the Economic Development Authority of Western Nevada (EDAWN) was requested to complete a survey of the Spanish Springs Business Center, a 434-acre project of which the 100 acres being considered would be an addition. Mr. Sader said there was 120 developed acres within the Spanish Springs Business Center so EDAWN focused on the developed acres to do a study of the economic impacts in the existing business park and commented this proposal would be a continuation. He said the study found an average of 9.4 employees per acre with the average wage set at \$40,000 per year. He said the impact to the State and local taxes was \$1.5 million, the impact to local governments was \$1.6 million and the overall impact to the project had been \$113 million.

The Chairman closed the public hearing.

Commissioner Larkin said there was a recommendation with an “A” and “B” and a possible motion with the same parts, he asked which “A” and “B” parts were staff speaking on. Ms. Monsalvè replied the findings were on page 5 of the staff report and would include the items under “A” and “B,” and the motion for the Resolution to be signed by the Chairman.

The Board members made disclosures that individually they had either met with representatives to discuss the item and/or received several emails or phone calls in support of the amendment to the Comprehensive Plan.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that an amendment to the Spanish Springs Area Plan (CP09-003) be approved, being a part of the Washoe County Comprehensive Plan, to amend Policy I7.2 (c) of the Spanish Springs Area Plan to increase the overall percentage of commercial and industrial regulatory zone acreage from 7.25% up to 9.1% of the Suburban Character Management Area, and; to re-designate a portion of Assessor's Parcel Number 530-280-72, comprising approximately +221.9 acres, of which 100 acres are subject to this request. The change in land use would be from Open Space (OS) to Industrial (I), having made one or more of the following findings in accordance with Washoe County Development Code Section 110.820.15 and I10.820.35:

1. The proposed amendments to the Spanish Springs Area Plan are in substantial compliance with the policies and action programs of the Washoe County Comprehensive Plan.
2. The proposed amendments to the Spanish Springs Area Plan will provide for land uses compatible with existing and planned adjacent land uses and will not adversely impact the public health, safety or welfare.
3. The proposed amendments will further implement and preserve the Vision and Character Statement of the Spanish Springs Area Plan.
4. The proposed amendments to the Spanish Springs Area Plan will not adversely affect the implementation of the policies and action programs of the Conservation Element, the Population Element and/or the Housing Element of the Washoe County Comprehensive Plan.
5. The proposed amendments to the Spanish Springs Area Plan will promote the desired pattern for the physical growth of the County and guides development of the County based on the projected population growth with the least amount of natural resource impairment and the efficient expenditure of funds for public services.
6. The proposed amendment will not affect the location, purpose and mission of the military installation.
7. The proposed amendment to the Spanish Springs Area Plan is the second amendment to the Spanish Springs Area Plan in 2009, and therefore does not exceed the three permitted amendments as specified in Section 110.820.05 of the Washoe County Development Code.
8. The Washoe County Planning Commission gave reasoned consideration to information contained within the staff report and information received during the public hearing.

9. The Washoe County Board of Commissioners gave reasoned consideration to information contained within the reports transmitted to the County Commission from the Washoe County Planning Commission, and the information received during the public hearing.

It was further ordered that the Chairman sign the Resolution for the updated Area Plan after a determination of conformance with the Regional Plan by the Truckee Meadows Regional Planning Agency and, having made the following applicable findings in accordance with Washoe County Comprehensive Plan, Spanish Springs Area Plan, Policy SS.17.1:

In order for the Washoe County Planning Commission to recommend the approval of ANY amendment to the Spanish Springs Area Plan, the following findings must be made:

- a. The amendment will further implement and preserve the Vision and Character Statement.
- b. The amendment conforms to all applicable policies of the Spanish Springs Area Plan and the Washoe County Comprehensive Plan.
- c. The amendment will not conflict with the public's health, safety or welfare.

In order for the Washoe County Planning Commission to recommend approval of any amendment involving a change of land use, the following findings must be made:

- A. A feasibility study has been conducted, commissioned and paid for by the applicant, relative to municipal water, sewer and storm water that clearly identifies the improvements likely to be required to support the intensification, and those improvements have been determined to be in substantial compliance with all applicable existing facilities and resource plans for Spanish Springs by the Department of Water Resources. The Department of Water Resources will establish and maintain the standards and methodologies for these feasibility studies.
- B. A traffic analysis has been conducted that clearly identifies the impact to the adopted level of service within the [unincorporated] Spanish Springs Hydrographic Basin and the improvements likely to be required to the Department of Public Works may request any information it deems necessary to make this determination.
- C. For commercial and industrial land use intensifications, the overall percentage of commercial and industrial regulatory zone acreage will not exceed 7.25 percent of the Suburban Character Management Area.

- D. For residential land use intensifications, the potential increase in residential units will not exceed Washoe County's policy growth level for the Spanish Springs Area Plan, as established in Policy.
- E. If the proposed intensification will result in a drop below the established policy level of service for transportation (as established by the Regional Transportation Commission and Washoe County) within the Spanish Springs Hydrographic Basin, the necessary improvements required to maintain the established level of service are scheduled in either the Washoe County Capital Improvements Program or Regional Transportation Improvement Program within three years of approval of the intensification. For impacts to regional roads, this finding may be waived by the Washoe County Planning Commission upon written request from the Regional Transportation Commission.
- F. If roadways impacted by the proposed intensification are currently operating below adopted levels of service, the intensification will not require infrastructure improvements beyond those articulated in Washoe County and Regional Transportation plans AND the necessary improvements are scheduled in either the Washoe County Capital Improvements Program or Regional Transportation Improvement Program within three years of approval of the intensification.
- G. Washoe County will work to ensure the long range plans of facilities providers for transportation, water resources, schools and parks reflect the policy growth level established in Policy SS.1.2.
- H. If the proposed intensification results in existing facilities exceeding design capacity and compromises the Washoe County School District's ability to implement the neighborhood school philosophy for elementary facilities, then there must be a current capital improvement plan or rezoning plan in place that would enable the District to absorb the additional enrollment. This finding may not be waived by the Washoe County Planning Commission upon request of the Washoe County Board of Trustees.
- I. Any existing development in the Spanish Springs planning area, the Sun Valley planning area, the Warm Springs planning area, or the City of Sparks, which is subject to the conditions of a special use permit will not experience undue hardship in the ability to continue to comply with the conditions of the special use permit or otherwise to continue operation of its permitted activities.

With one additional finding that states:

The Washoe County Board of Commissioners gave reasoned consideration to information contained within the reports transmitted to the County Commission from the Washoe County Planning Commission, and the information received during the public hearing.

09-794

AGENDA ITEM 38 – COMMUNITY DEVELOPMENT

Agenda Subject: Development Agreement Case No. DA09-003 - Broken Hills Subdivision. (Commission District 4.) *NOTE:* The public hearing will be opened and the item continued to the August 11, 2009 County Commission Meeting.

“Consider adoption of Development Agreement Case No. DA09-003 for Broken Hills, Tentative Subdivision Map Case No. TM05-012 that was previously approved by the Washoe County Planning Commission. The purpose of the Development Agreement is to incorporate a timeline for phasing of the project, including, but not limited to infrastructure, a financing plan, and information and methodology on proposed funding mechanisms, such as GID, SAD, HOA, etc. This development agreement will ensure that all items incorporated into the phasing timeline are adequately addressed. The term of the proposed development agreement will be for five years from the date of signing by the Board of County Commissioners, and will require a recorded final map within the fourth anniversary of the signing of this agreement. Exhibits describing phasing, financial plans and other necessary materials and information must be submitted to the Department of Community Development no later than 120 days prior to the first anniversary of the proposed development agreement, and must be in substantial compliance with the tentative map. The project is located west of Kinglet Drive and Calle De La Plata and directly west of the Spanish Springs Airport property. The ±640-acre parcel is designated Low Density Suburban (LDS) and General Rural (GR) in the Spanish Springs Area Plan, and is situated in a portion of Section 21, T21N, R20E, MDM, Washoe County, Nevada. The property is located in the Spanish Springs Citizen Advisory Board boundary and Washoe County Commission District No. 4. (APN 089-160-03); and if approved, introduction and first reading of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Development Agreement Case No DA09-003 for Tentative Subdivision Map Case No TM05-012 for Broken Hills Subdivision as previously approved by the Washoe County Planning Commission.”

The Chairman opened the public hearing by calling on anyone wishing to speak for or against Development Agreement Case No. DA09-003 - Broken Hills Subdivision. There being no response, the hearing was closed.

6:49 p.m. Commissioner Larkin temporarily left the meeting.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin temporarily absent, Chairman Humke ordered that Agenda Item 38 be continued to the August 11, 2009 County Commission meeting.

09-795

AGENDA ITEM 39 – COMMUNITY DEVELOPMENT

Agenda Subject: Comprehensive Plan Amendment Case No. CP05-005 (Plan) (Commission District 2.)

“Consider an amendment to the Forest Area Plan and the Washoe County Comprehensive Plan and to consider the report of the Planning Commission to the Board as provided in NRS 278.220 (4). This amendment will replace the existing Forest Area Plan with a revision of the Forest Area Plan, establishing updated goals and policies relating to Land Use, Transportation, Scenic, Recreational and Cultural Resources, Natural Resources (Air, Land and Water), establishing minimum architectural and site design standards, amending the Land Use Plan map to reflect certain land use changes within proposed character management areas; and establishing an updated map series to include a Land Use Plan map, Character Management Plan map, Recreational Opportunities Plan map, Public Services and Facilities Plan map, Streets and Highways System Plan map, and Development Suitability map. (Changes to the Land Use Map include: APN: 045-252-11 from General Rural, Open Space, High Density Rural and Parks & Recreation to Medium Density Suburban, Open Space and Low Density Suburban; APN: 148-070-20 & 21 from Medium Density Rural to High Density Rural and General Rural; APN: 148-070-10 from General Rural to High Density Rural and General Rural; APNs: 148-070-17 & 18 from General Rural and Medium Density Rural to High Density Rural and General Rural; APNs: 150-080-01 and 150-090-02 from Open Space to General Rural; APN: 049-402-07 from General Commercial to Neighborhood Commercial; APN: 49-402-02 from Medium Density Suburban to Neighborhood Commercial; APN: 49-402-01 from Medium Density Suburban to General Rural and Neighborhood Commercial; APNs: 150-013-02 & 03 from General Rural to Neighborhood Commercial and Open Space; APNs: 046-190-06, 07, 10, 11, 12, 13, 14, 16 & 17 from General Rural to Medium Density Rural, General Rural and Low Density Suburban; APN: 047-130-33 from General Rural to High Density Rural; APN: 047-161-08, 09, 11, 12 and 13 from Medium Density Suburban to Neighborhood Commercial; APN: 047-161-06 & 07 from Medium Density Suburban and General Rural to Neighborhood Commercial; 047-162-25 from Low Density Suburban to Medium Density Suburban and APN: 048-112-09 from Parks and Recreation to Parks and Recreation and Tourist Commercial; and to consider land use changes for APN: 150-080-04, 05, 06, 07 from Medium Density Rural and Open Space to High Density Rural and Open Space and to increase the amount of Low Density Suburban on APN: 150-090-07, 08 & 09); and if approved, authorize the Chair of the Board of County Commissioners to sign the Resolution adopting the Amended Forest Area Plan (CP05-005), a part of the Washoe County Comprehensive Plan. Such signature by the Chair to be made only after a determination of conformance with the 2007 Regional Plan by the Truckee Meadows Regional Planning Commission.

The Chairman opened the public hearing by calling on anyone wishing to speak for or against an amendment to the Comprehensive Plan Amendment Case No. CP05-005 (Forest Area Plan).

6:51 p.m. Commissioner Larkin returned to the meeting.

Trevor Lloyd, Senior Planner, explained the amendment to the Forest Area Plan and the report from the Washoe County Planning Commission. He said this was a continuation from the April 28, 2009 Commission meeting. Mr. Lloyd conducted a PowerPoint presentation, which was placed on file with the Clerk, highlighting the background of the public hearing process, referred topics discussed by the Planning Commission, slope analysis for Galena Canyon properties, Forest Area Plan land use changes, County Commission options, findings and possible motions.

Beth Honebein remarked the Forest Area Plan before the Board did not represent good planning. She said in order for the Board to pass the Plan, Finding No. One required the Plan be in substantial compliance with the Comprehensive Plan; however, the body of the Plan did not comply with its own introduction. Ms. Honebein said the current proposed Plan replaced the vision of the forest area and severely altered the Mt. Rose scenic corridor. She requested a community workshop with the Board to work with and implement the community compromises into the Plan.

Donna Peterson spoke on the lack of due process as a result of the addition of the Gourley property to the amended Forest Area Plan of July 2008.

John Toomey discussed the lack of noticing for public hearings, which he stated were violations of NRS 278.210 and NRS 278.260 and read from those statutes.

Duffy Wright believed the representatives for the Gourley properties needed to file a separate application for rezoning. He also discussed that due process was not followed with the addition of said property. Mr. Wright felt the rights of affected residents were violated since residents were denied the right to view the Plan. He urged the Board to follow existing State law and require the Gourleys to file a separate application.

Dawn Potter spoke on her objection about the rezoning of the Gourley property as put in the amended Forest Area Plan. She said that applicant did not follow the same process as other applicants nor had they ever been before a Citizen Advisory Board (CAB). She said several questions needed to be answered such as, did staff inform the Gourleys or their representative that it was too late to add that property to the Forest Area Plan; was equal opportunity provided to adjacent property owners in subcommittee hearings; was the rezoning of the Gourley property included in the staff report before the July 28, 2008 Planning Commission hearing; and, was the addition of the Gourley property noticed to the adjacent property owners prior to the July 28, 2008 meeting as required under NRS 278.210 or NRS 278.260.

Teri Iaconis spoke on her opposition of the Gourley property being added to the Forest Area Plan. She asked if the lack of notice was a violation of NRS 278.210 and NRS 278.260 and Washoe County Code 110.103.115 and if not, why not, and was the absence of a CAB meeting also in violation of the same statutes. Ms. Iaconis inquired if statutory authority, other than possible emergencies dictated by health and safety of citizens, existed that allowed the Planning Commission to disregard State and County

statutes and indiscriminately add selective properties to the amended Plan. She believed the answer to these questions would demonstrate how adjacent property owners had been adversely impacted and disadvantaged by the last-minute addition of the Gourley property to the Amended Forest Area Plan and subsequent violation of due process.

Alene Andrijeski stated the Board needed to follow the “Rule of Law.” She felt the appropriate question should be how the applicant was harmed by being required to comply with due process, and start the application with the CAB and legally require noticing to adjacent properties.

Laura Munro stated she was against the rezoning of the Gourley property because of the potential for increased traffic and added she did not have an opportunity for input on the addition.

Joel Verner said the rezoning of the Gourley property by the Planning Commission was questionable and would have a negative impact on his property. He asked how the Planning Commission could accept and rezone that property into the Forest Area Plan without providing legal notice to the adjacent property owners for them to provide input as the law allowed.

Kip Seckington spoke against the rezoning of the Gourley properties. He said there was neither a CAB recommendation nor a staff report supporting or commenting on the rezoning other than to say a separate application should be filed. He indicated the residents were not notified of the meetings attended by the Gourley representatives and the Planning Commission in May and June of 2008. Mr. Seckington said the Board had an obligation to correct the actions of the Planning Commission and that the law did matter to the elected officials. He urged the Board to remove the rezoning of the Gourley property from the amended Forest Area Plan and require the Gourley’s to file a separate application as recommended.

L.J. Leovic said within the County Comprehensive Plan there was a Land Use and Transportation Element (LUTE) document that specified “in order to provide sufficient developable land to meet the needs of the population, area plans shall establish growth policies which span the planning horizon with considerations based on the carrying capacity of the infrastructure and the environment.” He said the current update to the Forest Area Plan must comply with that document; however, it did not. Mr. Leovic commented that also required was development proposals take into account resource and infrastructure restraints. He stated the Matera Ridge property had no existing water or sewage infrastructure nor did it have proper access to allow the fire service to protect future residents. He indicated water would have to be pumped up approximately 1,000 feet to the highest elevation development with great expense to the County and surrounding residents.

Diane Rose asked the Board to accept the community compromise for the parcels between Edminton Drive and Thomas Creek. She said Matera Ridge had agreed to zone the land on the Mt. Rose Highway at Medium Density Suburban-5 (MDS-5)

rather than Neighborhood Commercial (NC), but that was not discussed by the Planning Commission. Ms. Rose explained the community compromise helped the County comply with the Regional Plan that mandated raising the population density and satisfied the community's desire to maintain the forest area's current community character emphasizing single-family homes.

Marian Samuelson spoke on the County Comprehensive Plan, LUTE and sustainable development. She said she supported high density development in the South Virginia Street Transit Oriented Development Corridor and the Redfield Regional Center, but not in the outlying areas.

Virginia McLaughin asked why the forest area, which borders the scenic corridor, was subject to "enhancement of community character" when other areas were not. She said Mt. Rose area residents had to comply with Codes and regulations in the construction process or have the potential to be "red-tagged." Ms. McLaughin asked what was the consequence of the Board not complying with their own regulations as set forth in LUTE. She remarked there was no consequence to the Board, only to the residents whose protests fell on deaf ears, wells were lost, the community character lost and their quality of life lost in a unique area.

Kathleen Boyce urged the Board to include the community compromises and thereby demonstrate the Board's responsibility to the community. She commented as a school teacher she taught respect and participation in a democratic process. Ms. Boyce hoped the Board would continue to teach that process and that this was not a pointless endeavor for the community.

Dorothy Peters addressed the possible easement from the Matera Ridge development across Forest Service land and explained the requirements and application process from the Forest Service. She placed written documentation on file with the Clerk.

Michael Boyce indicated there had been correspondence for a year between the County, the developer and the Forest Service to grant an easement across the Forest Service land, not to access Matera Ridge, but to open up 2,000 acres of forest land for future development. He said this access would allow the Forest Service to transfer those lands by ownership for future development. Mr. Boyce said at stake was the complete development of the Steamboat Hills, which the residents had not been informed about and had been misled.

Nicholas Lancaster distributed a handout concerning the Galena Gateway and rezoning, which was placed on file with the Clerk.

Tom Carpenter said a majority of resident concerns related directly or indirectly to land use map changes contained in the specific plan. He said granting these permanent high impact densities and zoning changes without the special use process and before the tentative map process was crazy. Mr. Carpenter said neither citizens nor the County had been able to ask simple questions concerning water. He said during the June

2, 2009 Planning Commission meeting a debate began showing several members of the Planning Commission were uncomfortable with specific plans being included in the Area Plan. He said a show of hands revealed that four out of the seven Commissioners wanted to pass an amendment stating that future area plans shall have those specific plans. Mr. Carpenter said it was evident that the vast majority of citizens and a percentage of Planning and County Commissioners were uncomfortable with this process. He encouraged the Board to strip the specific plan from the Forest Area Plan before approval.

Ed Lapelusa said zoning Matera Ridge to allow 632 homes would have a significant effect on cultural resources and wildlife found in the Galena/Steamboat hills. He said the community compromise recommended a smaller number of homes to use existing access, which would lessen the impact on wildlife and the surrounding environment. He remarked the 632 proposed homes would also have a negative impact on cultural artifacts found in the area. He said a main concern of the citizens was to protect the Mt. Rose scenic corridor which was supported by the Conservation Element. He asked the Board to support the citizen's compromises and change the zoning of Matera Ridge to a maximum of 237 homes.

Marlene Hutt spoke against rezoning land within the Mt. Rose corridor. She said more commercial property was not needed on Mt. Rose. She said despite efforts to reach compromises the developers of Galena Crossing and Matera Ridge seemed intent on rezoning to NC. She commented without any public hearings, Board reviews or any review process the new owners would only need to go and pull building permits. Ms. Hutt said when the land had been rezoned to NC it would never revert back.

Bill Isert commented on the rezoning of Matera Ridge. He said the community was requesting the rezoning be based on a slope analysis of the property. He noted that request was supported by the Comprehensive Plan in LUTE of the Conservation Element that stated "slopes over 30 percent shall be considered a development constraint area and could not be developed." Mr. Isert said the Conservation Element also quoted "flat land with slopes under 3 percent offer fewer problems related to slopes except that surface drainage may not be satisfactory; gently sloping areas from 3 to 10 percent, suitable for most types of development, normally have good surface drainage; however, areas with slopes of 15 percent or more were greater or usually were not readily suitable for development. In these steep sloping areas, mitigation includes design technique, larger lots were needed to ensure the integration of the development with the existing topography, soil vegetation and compatibility with slope constraint." Based on this analysis, he recommended zoning be based on a specific formula, which he distributed and placed on file with the Clerk, based on the slope percentages for Low Density Suburban (LDS), High Density Rural (HDR), Minimum Density Rural (MDR) and Low Density Rural (LDR) that would allow 237 homes. He asked that the community compromise be considered and Matera Ridge be zoned according to the submitted slope analysis.

Jeffrey Codega stated open-space was needed between uses and concentration of uses which was proper planning. He said the Plan before the Board had the policy framework that applied to Matera Ridge in terms of an overlay district.

Michael Greene, Sierra Fire Protection District Chief, spoke on fire service in the area. He said his primary concerns were if the development was ultimately annexed into the City of Reno, while the County would lose a portion of the property tax, the Fire District would lose all of their property tax. He said in terms of fire protection the area was currently underserved, was an extreme fire danger and additional development could have negative impacts on response times. Chief Greene stated he needed assurance that the fire service issues would be addressed, such as staffing, equipment and water supply to guarantee that the citizens currently underserved and the potential new citizens would receive the level of protection needed.

Valerie Isert read a letter from Bob Ackerman stating opposition to the Plan, which was placed on file with the Clerk.

Dennis Callahan distributed maps, which were placed on file with the Clerk, indicating the Forest Area Plan, the approximate area that was down-zoned in the past and focused on an area approved by the Planning Commission to change from LDS-3 to MDS-9. He requested the Board accept the staff recommendation and leave the 3 acre parcel as LDS.

Karen Mullen said the above referenced 3-acre parcel was the last remaining small parcel on the south side of Mt. Rose Highway to be subdivided. She supported the staff recommendation that this parcel remain LDS. Ms. Mullen said this parcel sat below the Highway and was the main visual after leaving the forest environment. She indicated there was also a major earthquake fault line that ran along the road area evident by the springs and drop in topography. Ms. Mullen said the property was surrounded by LDS property with the last remaining ranch of 77 acres that was currently LDS. She requested that the Board support the staff recommendation in leaving this area LDS and that the Board maintain control over the appropriate amount of commercial. Ms. Mullen said the developers proposal for a floor ratio approved by the Planning Commission would increase the commercial from 18,000 square feet to 26,000 square feet.

Christi Young stated she cared about the future of the Mt. Rose corridor and all of Washoe County. She said the original intent of the Plan spoke to the future of the forest area not the Reno-mixed suburbs. Ms. Young stated growth would continue, but needed to be managed and the unique character of the scenic forest area needed to be preserved. She said the citizens and Community Development staff supported the following wording for the character statement, "Our vision is to continue the direction of the original Forest Area Plan by preserving, protecting and enhancing the scenic Mt. Rose area for those who live here, those who recreate here and those who visit here by preserving the area for all to enjoy. We will protect the regional assets of the gateway to Lake Tahoe and the Sierra Nevada Mountains. We seek to preserve the Regions high

quality of life which was a primary reason people choose to live and work in the Truckee Meadows area and invest in the Cities and County.” Ms. Young said she was concerned that the special character of the forest area would be lost for her children’s generation. She asked the Board to consider future generations and ensure the Forest Area Plan was a good steward for the area that it protected. Ms. Young requested the Board adopt the character statement.

Ken Taylor spoke on the Matera Ridge up-zoning. He was concerned about the long-term planning discussions being held between the Forest Service and Washoe County that had not been made public and were not part of this Plan. He urged the Board to follow the requests of the previous speakers and vote against the up-zoning for Matera Ridge.

Kathy Bowling asked the Board not to rush to approve the Plan. She said a community draft of the Plan was presented with many good ideas. Ms. Bowling remarked if the request were approved there was no guarantee where that density would be placed in the future.

Larry Berg said he was opposed to specific plans in the Forest Area Plan, namely the Matera Ridge project. He said the topography study conducted by Stantec Consulting would force clustering on high bench areas. Mr. Berg said another major concern was the lack of water which needed to be addressed. He urged the Board to reject the Matera Ridge project.

Davyd Pelsue spoke on the Matera Ridge Mixed-Use District and the proposed change to add NC zone. He said that zoning was not consistent with the rural community character of the forest area. He said the following selected LUTE selections further demonstrated how the proposed update did not comply with the Comprehensive Plan: LUTE 30.2(a), LUTE Goal 6, LUTE 21.4, LUTE Goal 15, LUTE 15.1 and LUTE 15.3. He urged the Board to support the community compromises and replace NC zoning with MDS-4 at Galena Gateway and MDS-5 at Edminton/Thomas Creek.

Erik Holland displayed a drawing, which was placed on file with Clerk, depicting his vision of the Mt. Rose corridor if more commercial zoning was added.

Jeff Church felt the plan should be sent back to the Planning Commission to have all the rezoning changes removed and for the Board to follow the recommendation by staff.

Ginger Pierce spoke on her dissatisfaction concerning the Gourley property and the association with Slide Mountain.

Paula Kennedy said *Nevada Tourism* referred to the Mt. Rose Highway as the “Highway to the Sky.” She commented County policy had always sought to protect the Mt. Rose scenic corridor by placing commercial properties down to Highway 395. However, Community Development was attempting to open the door to more commercial

development along the scenic corridor with the Mixed-Use policy written into the Character Statement, but stated those statements needed to be removed. She said the proposed Mixed-Use was a planning tool that worked best in a more urban setting that allowed for apartments and townhouses to be built alongside commercial. Ms. Kennedy said the Comprehensive Plan directed area plans to preserve the character that had evolved in an area over time.

Lynn Cieszko distributed a cover letter and petition with 54 signatures that was placed on file with the Clerk.

Cassandra Joseph stated she disagreed with the Forest Area Plan and urged the Board to listen to the community and reject the proposed Plan. She indicated her well went dry approximately three months ago and noted other residents had suffered the same fate. Ms. Joseph explained the wells were going dry because there were six municipal wells, five new ones since 1983, and remarked there was no water capacity for 637 additional homes. She requested the Board rezone Matera Ridge to allow a maximum of 237 homes, which was consistent and based on the studies conducted on the sloping in the area.

Randy Swan indicated his property would be most impacted by the Galena Gateway project since that development would abut two sides of his property. He said most of the area residents were in opposition to the project except for the developing team and the planning staff.

Cheryl Swan said after much due diligence by the community, the Planning Commission ignored their concerns and efforts. She was in favor of protecting all of the forest area and was opposed to zoning increases. Regardless of the outcome, Ms. Swan asked that the developer offer a *Project Standard Handbook*. She remarked this was not about pocketbooks or personal gain, it was about one scenic Mt. Rose corridor, one mountain, and one Board of County Commissioners preserving this area for future generations.

Garrett Gordon, Galena Gateway Project representative, thanked staff, the Planning Commission and the Board for all their time. He stated the word of the night had been “compromise,” and felt that had been mischaracterized about how much compromise had been made. On behalf of Galena Gateway, Mr. Gordon said with every step of the process something had been returned to the community based on a staff request. He said the 3.2 acre parcel across the street from Galena Gateway was stated as not a compromise; however, it was since it started at 27 units an acre, then reduced to 9 units per acre, which was 6 units more than already zoned. He said the Character Vision Statement stated, “there shall be a range of housing in the Forest Area Plan.” Mr. Gordon remarked with all LDS going up to MDS, the Galena Gateway Project felt this was in the spirit of the vision statement of the Forest Area Plan.

Greg Evangelatos thanked the Board for their interest in justice and quality of fairness. He expressed concern about the Spittler property being included in

the land use change amendments to the Forest Area Plan. He said during the Planning Commission hearing the Commission referred this property and the Olson property back to the Board with no discussion. Mr. Evangelatos said it appeared the Planning Commission was not willing to support a staff position that these properties be ignored or neglected although they did not want to modify their previous action. Therefore, it appeared the Commission holds the power to act in an equitable manner. He said it was the Planning Commission's position that the properties were clearly in the Forest Area Plan and had been properly noticed. Mr. Evangelatos said in making comparisons to some of the properties previously before the Board, relative to slopes or developmental criteria, this property qualified under the LDS classification and therefore requested the Board consider the Spittler property for that land use category.

On behalf of the Matera Ridge Project, Brett Scolari thanked the Board and the Planning Commission for their service in this process. He stated in a 2008 staff report every finding had been reviewed with policies to back up those findings on why this Plan could be approved. He said many compromises had been made and he referred to a June 23, 2008 letter that read, "when the Regional Plan was updated the County was obligated to update the Area Plans." He explained the Regional Plan was updated due to a Settlement Agreement in 2006. Mr. Scolari remarked that was an agreement made by the Cities of Reno and Sparks and the County concerning where growth would occur. He indicated one of those pieces of property was Matera Ridge in the County TMSA, which was slated for higher density and infrastructure. He urged the Board to adopt the Area Plan.

Paul Olson said his property had been recommended by the Planning Commission for consideration of increased density. He addressed the comments previously made by staff that requested intensification of the Olson and Spittler properties not be included in the Forest Plan update due to a lack of compatibility with surrounding uses and a desire to protect the western facing slopes east of Fawn Lane. He believed staff may have unfairly prevented his property fair consideration throughout the whole process. Mr. Olson said it appeared planning staff had provided defective notice to the public regarding the rezoning of his property and that rezoning could potentially bar action on the request by the Board. He explained the Olson and Spittler properties were the only properties disadvantaged by the issues of defective noticing. Mr. Olson said it was unfair to enforce the Comprehensive Plan amendment process as a remedy for a staff error. He commented the properties up for rezoning had been given a sweeping and unprecedented competitive advantage and had been exempted from virtually all of the Comprehensive Plan application requirements. He asked the Board to delay action on the Plan allowing planning staff the opportunity to show good faith by correcting the error, with respect to noticing on his property, and allowing the Board to vote at a later date on the merits of the request.

Hugh Hempel appreciated the Board's time. He found it interesting that Matera Ridge was referred to as a high density solution and suggested that by no definition was one unit to the gross acre or ½ acre density considered high density in Washoe County. He said the project proposed over 300 acres of open-space, no fencing

and environmental sensitivity unprecedented in the County and also proposed to place the road across the Forest Service to address traffic concerns on Fawn Lane. Mr. Hempel said access to his property from a signalized intersection was a much preferred access than the Fawn Lane intersection. He was interested in the consistent community comments about the 237 unit proposal provided by Stantec Consulting, which was paid for by the community. Mr. Hempel remarked if the City of Reno annexed the property, they could look at 3 acres to the acre gross and explained at that density, the units approved would be close to 900 on his property. He indicated 632 units was a compromise from what the City of Reno would include.

Vicki Bischoff asked the Board to place the needs of the taxpaying residents over the financial interest of a few land speculators.

Melissa Lindell, representative for the Gourleys, indicated they had been involved in the planning process for over a year and had presented the request including maps and information at numerous community meetings, public hearings and approximately five private meetings with adjacent property owners. She stated in review of the Gourley property they found that their property had been overlooked on County maps and still had a General Rural (GR) designation, which allowed for a variety of commercial uses including destination resorts, RV parks, commercial campgrounds and churches. Ms. Lindell stated the property had favorable topography for a slope analysis, was adjacent to the St. James Village property developed in one-acre parcels, had two means of access, public water and sewer stubs. She said she had met with staff who agreed with the analysis and invited her to participate in the public subcommittee meetings and, in fact, was never told the Gourleys applied too late. She said in the County's own notice it stated the committee had expressed a strong interest in community members bringing forth specific language changes as they related to either the Forest Area Planning policies or proposed land uses. She said the Gourley request was included in the final Planning Committee subcommittee binder, the maps were available on the County website as of July 3, 2008 and the Planning Commission approved the project on July 28, 2008 then reconfirmed on June 2, 2009. She indicated residents were opposed to the Gourleys being able to enjoy the same density as others in St. James Village. However, the Gourleys have an existing recorded agreement with St. James Development and were willing to abide by that agreement. She noted this proposal only allowed the Gourleys to place an additional 17 lots on the property.

Louis Test, representative for the Gourleys, said there appeared to be a misconception about the Gourley property ever being part of the original Forest Area Plan. In fact, it was part of the original Forest Area Plan and was submitted. Mr. Test said the requested changes were incorporated in the Plan on July 3, 2008 and discussed at the neighborhood workshops requested by the subcommittee. He explained in 1995 there was a private agreement recorded that indicated there would be no objections by the St. James individuals if the density did not exceed their density. He said 17 more units were being requested over the seven already present, which was the same density as in St. James Village. He indicated this was proposed on June 23, 2008, incorporated in the Plan on July 3, 2008, heard before the Planning Commission on July 28, 2008, heard before the

County Commission on January 27, 2009, heard during a citizen's meeting on February 26, 2009, mediation conducted on March 9, 2009, heard at other citizen's meetings on March 17, 2009 and April 6, 2009, presented at a County Commission meeting on April 28, 2009, and a Planning Commission meeting on June 2, 2009 and finally today at the County Commission meeting today.

Gary Schmidt said he opposed any residential density increased in the Forest Area Plan.

Kent Sweet stated after numerous meetings were conducted, County staff prepared a draft that he agreed with. He was disappointed that the Planning Commission went back to their original plan ignoring County concepts. He requested the Board weigh heavily on the recommendations of County staff and their constituents.

Charles Lanzi said the fourth bullet of the vision plan provided a range of housing opportunities. He said the community requested that bullet read: "provide a range of single-family housing opportunities limited scope consistent with existing development." He commented residents of the forest area chose that area because of the rural single-family characteristics.

Maria Tinangon stated as a recent resident to the area she was mesmerized by the views from her home. She was opposed to urban sprawl and asked the Board to protect the scenic byways and mountain views.

Ted Gourley indicated for the past year the Forest Plan had been listed on the affected CAB agendas. He said in that Plan the Gourley property had been included since July 2008. He said if there was change in any of these properties and the Gourley project returned he felt all of the projects would have to legally be sent back. He asked the Board to focus on the real issue, which was why should the Gourley property not have the same density as the neighboring properties.

Jerry Peterson said the people of St. James Village had no objection to the Gourley's plan to develop their property. He commented the objection was the process under which this occurred. He asked that the correct process be followed.

The Chairman closed the public hearing.

In response to an e-mail forwarded by Commissioner Larkin, Melanie Foster, Legal Counsel, stated questions from citizens who testified at the Planning Commission meeting indicated how they had been harmed. She replied many of their responses were that they had not been allowed to speak at a CAB meeting. She said the proposal received from Mr. Gourley was posted on the County website under the "update to the Forest Area Plan," listed as an exhibit dated June 2008 and a second letter dated July 2, 2008 which was part of the packet considered at the Planning Commission meeting in July 2008. Ms. Foster said in that respect the material was available and included in the Plan. She stated another question was there had been a violation of law.

Ms. Foster said it had been recognized the land use change that Mr. Gourley was requesting was not presented to the CAB and, if those requirements were satisfied, there would not be a finding of violation. She indicated in the draft minutes from the Planning Commission meeting it was asked for the Chairperson to go through that with the citizens to make a record for a clear understanding of how they had been damaged, that there was not early noticing given of Mr. Gourley's desire to be included, and the fact there was no inclusion in the CAB review, which was advisory.

Ms. Foster remarked she agreed with the position taken by the District Attorney's Office (DA), which was even if it were assumed there had been an early violation, that violation had been cured. She said for all of the most recent meetings, particularly since April 2009 when the entire noticing scheme was changed, people involved had received updates on what had been occurring. Ms. Foster said the material on which staff acted to include Mr. Gourley's request in the draft plan was on the County's website and had been for approximately one year. She said based upon the record before the Board, the notice given and the number of hearings, she could not advise the Board that there was a constitutional issue as to noticing.

Adrian Freund, Community Development Director, summarized a chronology of events. He commented in April 2008 staff met with a representative of the Gourleys and directed them to present their concerns and proposal to the Planning Commission Forest Area Plan Subcommittee. Subsequently, that committee conducted five meetings, three of which were directed to gathering public input on the Forest Area Plan. Commissioner Larkin asked if those were neighborhood meetings. Mr. Freund explained those were meetings held in the neighborhood. Commissioner Larkin said that point was important since many of the comments referenced a violation of NRS 278.210. Mr. Freund remarked for all intents and purposes those meetings could be considered as such because they were held in the neighborhood, were properly noticed by posting and the proposal for the Gourleys was presented. The records of the subcommittee indicated that Ms. Lindell presented and discussed the proposal for the Gourley property. Mr. Freund said after the subcommittee completed the work on July 1, 2008 it was posted to the County website on July 3, 2008 as a status update on the Forest Area Plan. He said that update contained the work of the subcommittee and contained in detail a series of exhibits of the items suggested to the subcommittee and included Exhibit 34 which had a series of pages from the Gourley's representative including a map that specifically laid out the requested land use changes. He said the notice for the Forest Area Plan meeting for the Planning Commission, the most complete notice in statute, went out on July 17, 2008 and was mailed to over 2,000 property owners in the forest area.

Commissioner Larkin said the typical procedure was to allow for CAB review. He said based on the timing of the CAB meeting they might not have had an opportunity to agendaize the item timely. He asked if that was correct. Mr. Freund replied that would be correct given the timing as to the meeting of the subcommittee versus the hearing of the Planning Commission on July 28, 2008. However, there was a standing agenda item for an Area Plan update throughout.

Commissioner Jung said an allegation was made that staff had been in conversation with the Forest Service concerning an easement on the Matera Ridge for the sole purpose of creating future development sites and circumventing the promise of open-space. She asked if those conversations occurred. Mr. Freund replied he had not had such conversations, but indicated under the previous District Ranger, general conversations occurred in February 2008 concerning the Forest Service's desire to dispose of or retain the property, but he had not been in specific conversations with Forest Service personnel about easements. Commissioner Jung asked if the Forest Service were to dispose of this property or trade it to the County, was it the law that they must out of a title restriction so it remained open-space or could the County profit. Mr. Freund replied he was not aware of anyway in which the County would profit from that type of a transaction. He said the question with respect to this property was an out-holding for the Forest Service.

Commissioner Jung said several issues were discussed concerning slope analysis and fire services. She asked if during an Area Plan update was that when fire suppression services, and slope analysis or water availability would be reviewed with the one-map system. Mr. Freund replied in reviewing some land use maps there would be split-zoned parcels, which was the process that determined an appropriate density for the various slope classes. He said starting with the 2002 Regional Plan, 30 percent became the threshold and in most areas where the plans had been updated all properties over 30 percent were zoned General Rural or some low density type of designation. He said there was a general slope analysis completed as part of an Area Plan update land use change. Mr. Freund said a very detailed slope analysis occurred at the time an application for a subdivision tentative map was submitted. He said fire service arrived with agency review. Commissioner Jung said if annexing occurred would the County lose property tax. Mr. Freund explained the County would not lose property tax but would lose sales tax.

Chairman Humke asked Mr. Boyce to submit the document he was displaying. Mr. Boyce entered the document dated April 13, 2008 from the Acting Supervisor for the Forest Service, which was placed on file with the Clerk.

In response to Commissioner Jung, Chief Greene explained the Sierra Fire Protection District would lose Ad Valorem. property tax's.

The Commissioners made disclosures on who they had spoken to either in person or by phone and/or received e-mails from. Commissioner Weber said her husband had been an employee of Stantec Consulting, but no longer worked for that company.

Commissioner Breternitz moved to adopt an amendment to the Forest Area Plan, but not to include the Olson and Spittler properties, which be recommended for no intensification at this time. Commissioner Larkin seconded the motion.

Ms. Foster asked to amend the motion to clarify that any denial of inclusion of the Olson and Spittler properties would be without prejudice in the event those property owners wanted to come back and make an application on their own. Commissioner Breternitz amended the motion and the seconder agreed.

Commissioner Larkin inquired if the items enumerated in the Planning Commissioner's recommendation were included in the motion. Commissioner Breternitz stated that was correct.

Commissioner Jung stated she would not support the motion because the process was broken, which created an unseamless approach to managing the growth in the areas. She said because this was in the TMSA she did not believe it was unfair or inappropriate, but did not like the process or the policy.

Chairman Humke stated the citizens delivered well informed and articulate statements. He said this process provided for certain developer compromises where the developers compromised with either staff or with citizen groups. He said there was one positive portion to this process and that involved the series of meetings facilitated in the community. Chairman Humke said the process was flawed by inserting too much specificity as to identifying properties except for those properties that were not included. He said the problem was the one-map system; the system of analysis which was a competitive disadvantage with the City of Reno. Chairman Humke stated he would not vote in support of the motion.

Commissioner Weber stated she appreciated the community for coming out and for all the efforts. She stated she would support the motion and move forward.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Chairman Humke and Commissioner Jung voting "no," it was ordered that an amendment to the Forest Area Plan be adopted, as part of the Washoe County Comprehensive Plan, by replacing the existing Forest Area Plan with a revision of the Forest Area Plan, establishing updated goals and policies relating to Land Use, Transportation, Scenic, Recreational and Cultural Resources, Natural Resources (Air, Land and Water), establishing minimum architectural and site design standards, amending the Land Use Plan map to reflect certain land use changes within proposed character management areas; and establishing an updated map series to include a Land Use Plan map, Character Management Plan map, Recreational Opportunities Plan map, Public Services and Facilities Plan map, Streets and Highways System Plan map, and Development Suitability map, having made one or more of the following findings in accordance with Washoe County Development Code Section 110.820.15 for amendments made to the Comprehensive Plan, not to include the Olson and Spittler properties which were to be recommended for no intensification and without prejudice at this time:

1. The proposed amendment to the Forest Area Plan is in substantial compliance with the policies and action programs of the Comprehensive Plan.
2. The proposed amendment to the Forest Area Plan will provide for land uses compatible with existing and planned adjacent land uses, and will not adversely impact the public health, safety, or welfare.

3. The proposed amendment to the Forest Area Plan responds to changed conditions that have occurred since the Board of County Commissioners adopted the plan, and the requested amendment represents a more desirable utilization of land.
4. The proposed amendment to the Forest Area Plan will promote the desired pattern for orderly physical growth of the County and guides development of the County based on the projected population growth with the least amount of natural resource impairment and the efficient expenditure of funds for public services.
5. The proposed amendment to the Forest Area Plan is the first amendment to the Forest Area Plan in 2009, and therefore does not exceed the four permitted amendments as specified in Section 110.820.05 of the Washoe County Development Code.
6. That the Planning Commission has reviewed the required regional findings in Article 822 for conformance with the Regional Plan, including Section 822.25, findings for Regional Form and Pattern; Section 822.35, findings for Concurrency, Timing and Phasing of Infrastructure; Section 822.40, findings for Public Service Levels and Fiscal Effect; and,
7. The Washoe County Planning Commission gave reasoned consideration to information contained within the staff report and information received during the public hearing.
8. The Washoe County Commissioners gave reasoned consideration to the information transmitted from the Washoe County Planning Commission and to the information received during the public hearing.

It was further ordered that the Chairman be authorized to sign the Resolution only after a determination of conformance with the 2007 Regional Plan by the Truckee Meadows Regional Planning Commission.

09-796 AGENDA ITEM 40

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).”

There were no reports given.

09-797 AGENDA ITEM 41

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

There was no closed session scheduled for this meeting.

* * * * * * * * *

ADJOURNMENT

9:38 p.m. There being no further business to come before the Board, on motion by Commissioner Larkin, seconded by Commissioner Jung , which motion duly carried, it was ordered that the meeting be adjourned.

DAVID HUMKE, Chairman
Washoe County Commission

ATTEST:

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

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

Resolution of Appreciation

WHEREAS, Andrea "Andy" Drakulich Manor was passionately committed to community service; and

WHEREAS, Andy served her community as a Lyon County Commissioner from 1984 to 1988; and

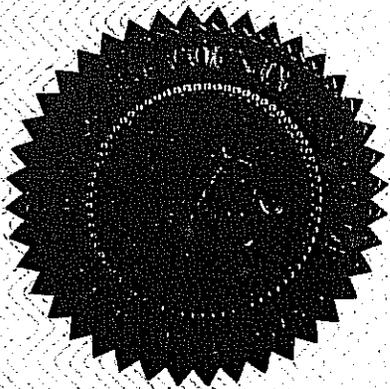
WHEREAS, Andy served her neighbors as a Verdi Township Citizen Advisory Board member from 2003 to 2008; and

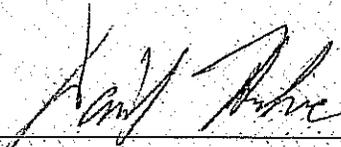
WHEREAS, Andy most recently served on the Washoe County Board of Adjustment for Commission District 5 from 2008 until her recent passing; and

WHEREAS, Washoe County citizens benefitted from Andy's commitment to bettering her community and she will be greatly missed by those who knew her; now, therefore, be it

RESOLVED, That the Washoe County Board of Commissioners posthumously recognizes Andrea "Andy" Drakulich Manor for her selfless efforts to improve our community and wishes to express our appreciation to her family for allowing us to recognize her in this way.

ADOPTED this 14th day of July, 2009.





Chairman
Washoe County Commission

926-60

RESOLUTION OF RECOGNITION AND APPRECIATION

WHEREAS, Gary Neilson has served the Truckee Meadows Fire Protection District and Washoe County for 31 years; and

WHEREAS, During those years Gary Neilson's leadership has encouraged and enhanced fire service coordination throughout the County, moving the region forward in providing integrated services that have enhanced safety for the region; and

WHEREAS, He has held numerous positions within the Truckee Meadows Fire Protection District and the City of Reno Fire Department, including that of Chief of the Reno Fire Department; and

WHEREAS, Gary Neilson's commitment, work ethic and dedication have earned him the trust, respect and appreciation of citizens, fire service professionals and others; and

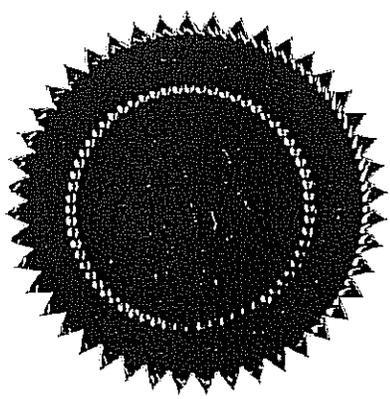
WHEREAS, Gary Neilson, through his leadership and support of the County's goals and objectives to improve public safety, has been an active and willing partner in the County achieving those goals; and

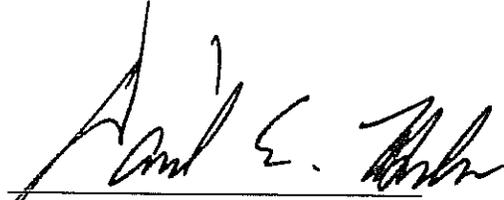
WHEREAS, Gary Neilson has, throughout his entire fire service career, demonstrated dedication, professionalism and leadership; now, therefore, be it

RESOLVED, That the Washoe County Board of Commissioners extends its sincere appreciation to Gary Neilson for the contributions he has made to the County, the fire service throughout the region and the citizens of Washoe County; and be it further

RESOLVED, That the Board also wishes Gary every success and satisfaction in his future endeavors, both personal and professional.

ADOPTED this 14th day of July 2009.




David E. Humke, Chairman

09-17-1

PROCLAMATION

WHEREAS, The Washoe County Regional Parks and Open Space Department's mission is to provide exceptional parks, open space and recreational opportunities while preserving our natural, historical, and cultural resources; and

WHEREAS, Public parks and recreation systems throughout the world are dedicated to enhancing quality of life for millions of people by providing space for outdoor leisure and recreation, while helping to promote conservation efforts; and

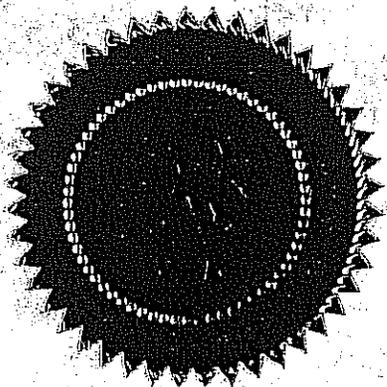
WHEREAS, Parks are important to all generations in our County. They contribute to the positive growth and development of our youth; attract business, jobs and families; and create lifelines and continuous life experiences for older members of our community; and

WHEREAS, Parks bring people together to experience a true sense of many communities connected by one County; and

WHEREAS, The National Recreation and Park Association celebrates the month of July as Recreation and Parks Month and calls upon park and recreation supporters to join in recognizing the importance of our nation's parks and recreation facilities; now, therefore, be it

PROCLAIMED, By the Washoe County Board of County Commissioners that July 2009 is designated as "Recreation and Parks Month" and the Board urges all residents of Washoe County to enjoy what our community has to offer by visiting their favorite park and participating in their favorite sports, spending time with family and friends, or just relaxing.

ADOPTED THIS 14th day of July, 2009.



David E. Humke

David E. Humke, Chairman

09-724

RESOLUTION LEVYING TAX RATES FOR ALL WASHOE COUNTY ENTITIES
FOR THE 2009-2010 FISCAL YEAR

WHEREAS, the Nevada Tax Commission has certified the combined tax rates for the 2009-2010 fiscal year; and

WHEREAS, the Board of County Commissioners are required, pursuant to NRS 361.460, to levy the tax rates for all local government entities in Washoe County for the fiscal period beginning July 1, 2009, and to designate the number of cents of each \$100 of property levied for each fund; and

WHEREAS; to confirm to the Nevada Department of Taxation the tax rates levied, the Department of Taxation has requested county commissions to adopt the resolution levying the tax rates of all local entities pursuant to NRS 361.460 and forward a copy of the Resolution to the Department;

NOW THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Washoe County, Nevada, hereby levy the tax rates for all local government entities in Washoe County as such rates have been certified by the Nevada Tax Commission;

BE IT FURTHER RESOLVED, that the tax rates for all local government entities in Washoe County for the fiscal year 2009-2010 as certified and levied are shown on the attached exhibits; and

BE IT FURTHER RESOLVED, that the tax rate for Washoe County be designated and distributed for each fund as shown on the attached exhibits; and

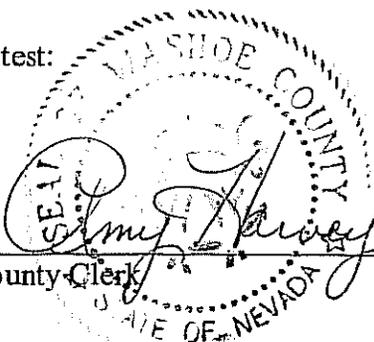
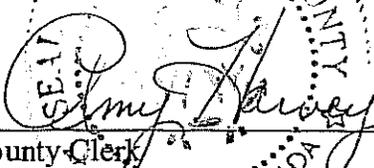
BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to distribute copies of this Resolution along with all attachments to the Nevada Department of Taxation, the Cities of Reno and Sparks, the Truckee Meadows Fire Protection District, the Sierra Fire Protection District, the Washoe County Treasurer, the Comptroller, and the Finance Director.

Adopted this 14th day of July, 2009.



Chairman, Washoe County Commission

Attest:

County Clerk

09-736

9F

INTERLOCAL AGREEMENT

This Interlocal Agreement is made and entered into this ____ day of _____, 2009, by and between WASHOE COUNTY, a political subdivision of the State of Nevada and the Incline Village General Improvement District, a general improvement district created pursuant to NRS Chapter 318, hereinafter referred to as COUNTY and DISTRICT respectively.

WHEREAS, COUNTY and DISTRICT desire to provide services to citizens residing in DISTRICT; and

WHEREAS, the Interlocal Cooperation Act authorizes public agencies to enter into cooperative agreements allowing the joint exercise of any power, privilege or authority capable of exercise by one of them, see, NRS 277.080, et. seq.; and

WHEREAS, COUNTY and DISTRICT are public agencies within the meaning of the Interlocal Cooperation Act.

It is hereby agreed as follows:

1. Services With the funds made available from County to District pursuant to this Agreement, District will use the funds to provide services to citizens residing in the District, including the following:

IVGID Seniors Programs: Conversations Café, 55+ fitness, Yoga, Pilates, Aquacise, Health Fair, Ageless Wisdom, Full Moon Hiking, Incliners Ski Club, Incliners Book Club, Incliners Bridge Club, Incliners Bowling Club, Incliners Bridge Club, Incliners Ballroom Dancing Club, Incliners Square Dancing Club, Incliners Tennis Club, Incliners Monthly News letter, Senior Nutrition, Senior Transportation, Aspiring Senior Golfers, Aspiring Senior Skiers, Walking programs, Fireside Chats, Brown Bag Lectures, Veteran Club, Digital Photography club, and Incliners 24 Social Functions.

2. Reporting District staff will provide County with an annual report by the 15th day July 2010.

- a. Annual report will identify the senior programs provided through the agreement and the number of seniors served by the senior programs.

3. Compensation With compliance to the requirements in this Agreement, District shall be paid the dollar amounts outlined in the following budget requirements to provide for Senior Programs as provided herein:

Salary	\$75,000
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Form of financial backup agency will provide: District will provide the year-end report identified above.

09-750

JMC (1)

4. Method of Payment

- a. For services to be provided under this Agreement by District, County agrees to pay District a total of, SEVENTY FIVE THOUSAND DOLLARS (\$75,000) for the fiscal year which begins July 1, 2009 and ends June 30, 2010.
- b. Each quarter, District shall bill County for one-fourth (¼th) of that annual amount, equaling EIGHTEEN THOUSAND, SEVEN HUNDRED AND FIFTY DOLLARS and 00/100 (\$18,750). County shall remit payment to District within thirty (30) days of receipt of the billing.
- c. If either party terminates this Agreement, and the effective date of such termination is other than the last day of a quarter, payment will be prorated for the portion of the quarter from the first day through the effective day of the termination.

5. Term This Agreement shall be in effect for one (1) year, from July 1, 2009 to June 30, 2010. This Agreement shall become effective once approved by appropriate official action of the governing body of each party.

6. Amendment- Assignment This Agreement may be amended at any time there is a need, provided both parties agree to the amendment(s) in writing. Any amendment is subject to approval by the governing bodies of the parties as a condition precedent to its entry into force. Neither party may assign this Agreement without the express written consent of the other party.

7. Termination Either party may terminate this Agreement by giving the other party written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 30 calendar days from the date of the mailing notice. In addition, the County may terminate this Agreement upon seven days written notice in the event the County fails to appropriate or budget funds sufficient to pay for the activities listed herein.

8. Notices All written notices required under this Agreement shall be addressed to the designated representative of the respective parties.

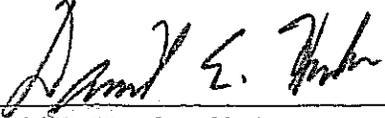
Gabrielle Enfield
Community Support Administrator
Washoe County Manager's Office
P.O. Box 11130
Reno, NV 89520
775-328-2009

William B. Horn
General Manager
Incline Village General
Improvement District
893 South Boulevard
Incline Village, NV 89451
775-832-1206

9. Governing Law This Agreement shall be governed by the laws of the State of Nevada. In the event litigation ensues arising out of this Agreement, it shall be filed in the Second Judicial District Court, Washoe County, Nevada.

This Agreement, including any Exhibits, constitutes the entire agreement between the parties with regard to the subject matter herein, and supersedes all prior agreements, both written and oral and all other written and oral communications between the parties.

WASHOE COUNTY



David E. Humke, Chairman
Washoe County Commission

Date 7/14/09

ATTEST:



Washoe County Clerk

Date 7/14/09

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Chairperson, Board of Trustees

Date _____

William B. Horn, General Manager

Date _____

97001

RESOLUTION: Authorizing grant of funds to the Economic Development Authority of Western Nevada

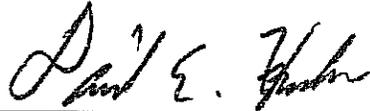
WHEREAS, pursuant to NRS 244.1505, Washoe County may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county; and

WHEREAS, Washoe County desires to provide money to the Economic Development Authority of Western Nevada (EDAWN) to support economic development efforts including Recruitment Efforts, Business Retention and Expansion in the amount of \$24,300 for fiscal year -2009-2010.

WHEREAS, Washoe County finds that these economic development services provide a substantial benefit to the inhabitants of the county;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY, that the Board hereby enters into the attached Grant Agreement to provide funds to the Economic Development Authority of Western Nevada for the purposes set forth in the attached Grant Agreement.

Adopted this 14th Day of July 2009.



David E. Humke, Chairman
Washoe County Commission

ATTEST:



County Clerk

**WASHOE COUNTY, NEVADA
GRANT PROGRAM CONTRACT
FY 2009-2010**

THIS CONTRACT, entered into as of the ____ day of ____ 2009 by and between **Washoe County**, a political subdivision of the State of Nevada, existing under and by virtue of the laws of the State of Nevada (hereinafter referred to as the "County"), and the **Economic Development Authority of Western Nevada, (EDAWN)** (a Nevada non-profit corporation) having a business address of 201 W. Liberty Street, Suite 200 Reno, NV 89501, (hereinafter referred to as "Grantee").

WITNESSETH:

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

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

WHEREAS, the Grantee's legal status is as a recognized IRC 501(c) 6 nonprofit corporation, the Grantee is in good standing in its state of formation, and the Grantee agrees to provide the County with a certificate of good standing as a condition concurrent to this Contract, or, Grantee is a government agency; and

WHEREAS, Grantee, the Economic Development Authority of Western Nevada is a private/public partnership committed to recruiting and expanding quality companies that have a positive economic impact on the quality of life in the western Nevada region.

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

NOW, THEREFORE, the parties agree as follows:

1. DEFINITION OF TERMS

- a. The County Staff: The County Staff consists of those persons working for Washoe County who are designated to administer the grant as identified below.
- b. Program Measurable Outcomes: The program measurable outcomes which are mutually agreed to by the County and the Grantee as outlined within the Contract to be met by the end of the Contract period.

- c. Project Supervisor: The project supervisor is the individual from the Grantee who will be responsible for the administration of the program and communications with the County Staff.

NOTICES

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

COUNTY

Washoe County
Gabrielle Enfield
Community Support Administrator
P.O. Box 11130
Reno, NV 89520
328-2009
328-2037 (Fax)

GRANTEE

EDAWN
Chuck Alvey
Executive Director
201 W. Liberty Street, Suite 200
Reno, NV 89501
775-829-3700
775-829-3710 (Fax)

3. PROGRAM MEASURABLE OUTCOMES

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

PROGRAM: EDAWN

EDAWN is a private non-profit organization focused on recruiting, expanding, starting-up and retaining primary business in Washoe County and throughout northern Nevada service area. EDAWN defines a primary business as a company that exports more than 50% of their goods and services outside of the state of Nevada, thus importing dollars and tax revenue into the region. The organization maintains strong relationships with several key partners and organizations that provide services crucial to a diverse and vibrant economy. This includes governmental agencies, infrastructure and utility providers, workforce development agencies, educational entities, the real estate and development community, chambers of commerce and the general business community.

Monthly/Quarterly Reports: Quarterly

EDAWN measures its success in economic development programs through an economic model called economic impact. Economic impact is a payroll and investment driven model measuring of the value of new jobs and capital investment by companies EDAWN assists during the fiscal year. The grant awarded by Washoe County will support operations in the 2009-10 Fiscal Year. During this period EDAWN will monitor and report the economic impact of the companies that are actively provided relocation, expansion or retention assistance.

Note: The activities outlined in A and B below are based on current funding levels from private investors (members), local governments and the state government. Any dramatic changes in those funding levels during the 2009-2010 fiscal year may cause EDAWN to alter their plans including reducing or eliminating these activities. If that should happen, notice will be included that in the quarterly updates.

A. Marketing Communications for Business Recruitment

EDAWN has developed a proactive marketing communications program to increase awareness of the Greater Reno-Tahoe region as a competitive and favorable place to do business with corporate decision makers located out of market. Primary targets of this effort are executives of advanced manufacturing and clean energy companies in California and in other key markets. Building awareness with these prospective companies of our region's competitive assets helps build a relationship and dialogue with the companies that EDAWN's business development team can leverage in relocating or expanding that company here. EDAWN is launching the integrated marketing communications program over the next few months that will include e-blasts customized to prospective California companies featuring testimonials from companies thriving in the Reno-Tahoe area and touting the benefits of doing business here. Other marketing elements include: direct mail, special promotions and Web-based programs offering prospects relevant information about the costs to do business in Reno-Tahoe.

TRACKING MECHANISM

EDAWN will provide quarterly updates to Washoe County on the marketing communications program, number of companies contacted and status of prospective company leads.

B. National Public Relations

We know from national research that one of the top three ways corporate decision makers learn about a city or region to do business is through the news media. Media coverage can generate awareness and impact a CEO's perception of our area thus helping influence their decision where to relocate or expand their company. To assist with securing favorable media coverage in targeted national media, EDAWN is in the process of re-engaging Development Counselors International (DCI), a firm specializing in marketing regions. Due to budget cuts, the firm was put on hiatus in December 2008 after 17 months of executing a national public relations program

that generated 18 national news stories **representing \$817,265 in media value or advertising equivalency, with a return on investment at 6:1**. Stories about the region's business climate and specifically clean energy technology industry appeared in: *The Economist*, *Los Angeles Times*, *Investor's Business Daily*, *Fox Business*, *Plenty Magazine*, *California Executive*, *Sacramento Business Journal*, *CNN/Money.com*, *MSNBC.com* and more. EDAWN utilizes a formula that's standard in the public relations industry in determining media value – or the value of a media placement had we advertised. For instance, for a story in the Reno Gazette-Journal, the formula calculates the total column inches for the story multiplied by the advertising rate of the newspaper and then multiplies that number by a media multiplier of 3 which represents the “credibility quotient” of a third-party media source.

TRACKING MECHANISM

EDAWN will provide Washoe County with quarterly updates on media value including the number of stories generated and a list of media outlets.

C. Business Builders Interviews & Reports

Business Builders is EDAWN's community-based, volunteer-supported economic development tool to encourage the growth and stability of local primary businesses. Business Builders program seeks to promote job growth, job retention and economic prosperity in Greater Reno-Tahoe by proactively identifying local primary companies for expansion and retention assistance.

Here's how Business Builders works: Interested EDAWN investors take a program certification class. Once trained they can then chose local companies targeted for outreach to make an appointment in order to conduct a confidential interview. The interview questions are designed specifically to identify expansion opportunities, assess current business conditions and alert us to any challenges the company may be experiencing. The information gathered is then reviewed by staff for follow up and assistance. By evaluating and addressing the needs and concerns of businesses within our region, we can help the continued growth of our local economy.

The short-term objectives are to provide business support, help solve immediate business concerns and directly assist with retention and expansion projects. The long-term objectives are to increase the competitiveness of our region, to create and retain jobs and to establish and implement a strategic action plan for local economic development. Businesses that stay competitive and have assistance on business needs are more likely to remain and expand in the region.

TRACKING MECHANISM:

EDAWN will provide Washoe County with quarterly updates on the Business Builder outreach program and the clients assisted for retention and expansion.

4. **PROCEDURAL REQUIREMENTS**

- a. The County Staff will monitor the performance of the Grantee against each of the program measurable outcomes listed herein.
- b. Substandard performance as determined by County Staff will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the County Staff, Contract suspension or termination procedures will be initiated.
- c. Program outcomes may be administratively modified by County staff if the Grantee provides sufficient justification in writing three (3) months prior to the close of the Fiscal Year 2009-2010.

5. **TERM**

This Contract is in effect retroactive to July 1, 2009 and from that date through - June 30, 2010. All of the services required hereunder shall be completed by June 30, 2010.

6. **COMPENSATION**

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

PROGRAM: Economic Development Authority of Western Nevada

TOTAL COST AMOUNT: \$24,300

Grantee will submit quarterly invoices to County. Each invoice will include a brief overview of the work performed pursuant to the Contract. County will review the request for payment and determine whether all of the required information is provided. Any deficiencies will be brought to Grantee's attention for correction within 30 days of submission.

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

County and shall survive the termination of this Agreement for up to 3 years after final payment hereunder.

7. **METHOD OF PAYMENT**

- a. For services to be provided under this Agreement by EDAWN County agrees to pay EDAWN, TWENTY FOUR THOUSAND AND THREE HUNDRED DOLARS (\$24,300) for the fiscal year which begins July 1, 2009 and ends June 30, 2010.
- b. Each quarter, EDAWN may bill County in advance for one-fourth (1/4th) of that annual amount, equaling SIX THOUSAND AND SEVENTY-FIVE DOLLARS 00/100 (\$6,075). County shall remit payment to EDAWN within thirty (30) days of receipt of the billing.
- c. If either party terminates this Agreement, and the effective date of such termination is other than the last day of a quarter, payment will be prorated for the portion of the quarter from the first day through the effective day of the termination.

8. **TERMS AND CONDITIONS**

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

An annual audit covering the grant year(s) in this Contract must be submitted to the County within 30 days of the of the completion of the audit.

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

- b. **Required Project Record Keeping and Bookkeeping.** The Grantee agrees to provide for bookkeeping and record-keeping on a program basis using approved bookkeeping and record-keeping systems and to retain program records for four years from the time of termination of this Contract. The bookkeeping and program records shall be open and available for inspection and audit at any time by the County Staff.
- c. **Personal Property.** All personal property purchased by the Grantee, with written prior approval of the County and with funds obtained pursuant to the Contract, shall be the property of the County unless otherwise provided in writing by the County.

- d. **Budget Changes.** The Grantee shall only make changes in the approved and executed budget with approval of County.
- e. **Purchase of Equipment and Supplies.** In the event Contractor uses the funds granted by this Contract to acquire or purchase equipment, supplies or services, Contractor shall abide by the following: where the estimated cost is between \$25,000 and \$50,000, Contractor must request bids from two or more persons capable of performing the contract, if available. If the estimated cost exceeds \$50,000, Contract shall advertise for bids. No lead-based paint is to be purchased or used on any project.
- f. **Lobbying.** The Grantee agrees that no funds received under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before Federal, state or local government.
- g. **Program Income.** Grantee agencies who derive income from their loan activities as a result of service provided through the usage of grant funds must identify to the County Staff, upon request, the amount of this income on a timely basis. The income will be used to reduce the amount requested from the Grantee for disbursement.
- h. **Disposition of Program Income.** At the end of the program year, County may require remittance of all or part of any unspent and uncommitted program income balances (including investments thereof) held by the Grantee.
- i. **Insurance Requirements.** The County has established specific insurance and indemnification requirements for agreements/ contracts with non-profit agencies to assure that reasonable insurance coverage is maintained. These requirements are contained in Exhibit A attached hereto and incorporated by reference herein. All insurance requirements must be complied with prior to any reimbursement for any program.
- j. **Legal Actions Against Grantee.** If any legal action is filed against the Grantee, the Grantee shall immediately notify County staff.
- k. **Assignment of Contract.** It is agreed by and between the parties hereto that neither this Contract nor any part thereof may be assigned by the Grantee, and that in the event that the Grantee does so assign, the County Staff may, at their option, terminate this Contract and be relieved of further obligation to the Grantee.
- l. **Grounds for Reduction of Compensation or Termination of the Contract.** The County Staff reserves the right to terminate this Contract or to reduce the

Contract compensation amount upon written notification to the Grantee that any one or more of the following has occurred:

- (1) Failure of the Grantee to file monthly/quarterly/annual (whichever is required) reports by the 7th day of each month, or the 15th day after the end of the quarter or year (whichever is appropriate);
- (2) Failure of the Grantee to meet any standards specified in this Contract;
- (3) Expenditures under this Contract for ineligible activities, services, or items;
- (4) Failure to comply with written notice from County Staff of substandard performance in scope of services under the terms of this Contract;
- (5) Failure of the Grantee to keep accounts and records showing the disposition of the money provided pursuant to this contract;
- (6) Grantee employees, officers or its designees or agents using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties;
- (7) Failure of the County or the Grantee to secure or obtain other funding from sources which are needed in combination with the grant funds provided by the County to completely carry out the programs provided in this Contract;
- (8) If Grantee receives funds from other sources prior to or during the program year to cover costs under this Contract, the County Staff reserves the right to reduce the Contract amount;
- (9) Failure of the Grantee to pay debts owed to the County or other debts when due; or
- (10) Failure of the County to appropriate or budget money for the purposes specified in this contract.

m. **Personnel.**

- (1) The Grantee represents that it has hired or will hire all personnel required in performing the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the County.

- (2) All of the services required hereunder will be performed by the Grantee, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
- n. **Compliance with Laws.** The Grantee agrees to follow all federal, state and local laws pertaining to the operation of said agency. Further, Grantee shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances that are applicable medical and patient records.
- o. **Funding.** Funding under this grant is to be used only for eligible and approved activities.
- p. **Integration.** This Agreement, including the Recitals, and Exhibit A constitutes the complete and integrated agreement between the parties with respect to the matters recited herein, and supersedes any prior or contemporaneous written or oral agreements or understandings with respect thereto.
- q. **Amendment; Waiver.** This Contract shall not be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by duly authorized representatives of the parties. No additional grants, monetary increase amendments, or time extension amendments, will be approved unless all financial and performance reports are current. No waiver of any other provisions of this Contract shall be deemed to be a waiver of any other provisions, regardless of similarity, and no waiver shall constitute a continuing waiver. Forbearance or failure to declare a default or pursue a remedy shall not constitute a waiver except as provided in this Contract.
- r. **Drafting Presumption.** The parties acknowledge that this Contract has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the County as the drafter of this Contract.

9. **JURISDICTION AND GOVERNING LAW**

It is understood and agreed by and between the parties hereto that this Contract shall be deemed and construed to be entered into and to be performed in the County of Washoe, State of Nevada, and it is further understood and agreed by and between the parties hereto that the laws of the State of Nevada shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

10. **OTHER PROVISIONS**

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

- a. **Equal Employment Opportunity.** The Grantee will not discriminate against any employee or applicant for employment or individual receiving the benefit of the Grantee's services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended).
- b. **Business and Employment Opportunities for Lower Income/ Minority Residents.** To the greatest extent feasible, the Grantee will provide opportunities for training and employment to lower income/minority residents of the program area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
- c. **Non-discrimination.** Grantee will provide services to all persons without regard to race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability.
- d. **Staff with Access to Minors and/or information regarding minors.** The Grantee agrees that, as a condition of employment, a background investigation will be completed pursuant to NRS 179A.180, et seq., for all staff members who have access to minors and/or information regarding minors.

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11. AUTHORITY TO ENTER INTO CONTRACT.

The undersigned person signing as an officer on behalf of the Grantee, a party to this Contract, hereby warrants and represents that said person has actual authority to enter into this Contract on behalf of said Grantee and to bind the same to this Contract, and, further, that said Grantee has actual authority to enter into this Contract and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Contract. In the event that litigation ensues arising out of this Contract, it shall be filed in the Second Judicial District Court, Washoe County, Nevada.

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

Economic Development Authority of Western Nevada

By: _____
Chairperson, Board of Directors

By: _____
President and CEO

WASHOE COUNTY

By: David E. Humke 7/14/09
David E. Humke, Chairman
Washoe County Commission

APPROVED AS TO FORM ONLY:

By: Melanie Foster
District Attorney

Attest: Amy Harvey
Washoe County Clerk

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

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

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

INDEMNIFICATION AGREEMENT

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

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

GENERAL REQUIREMENTS

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

INDUSTRIAL INSURANCE

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

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

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

MINIMUM LIMITS OF INSURANCE

ORGANIZATION shall maintain limits no less than:

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

OTHER INSURANCE PROVISIONS

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

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

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

ACCEPTABILITY OF INSURERS

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

VERIFICATION OF COVERAGE

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

SUBCONTRACTORS

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

MISCELLANEOUS CONDITIONS

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

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

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

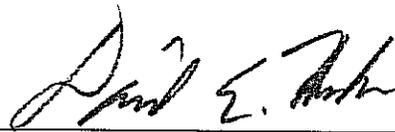
WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes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

WHEREAS, the Board of Commissioners of Washoe County has determined that \$36,000 in funding is needed to assist in providing support for the development of Access to Healthcare Network, a comprehensive network of hospitals and primary, specialty and ancillary health care professionals offering their services to the working uninsured at a reduced fee; now, therefore, be it

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

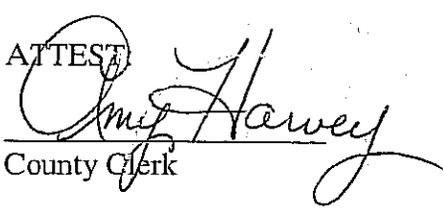
1. The Board hereby grants to Access to Healthcare Network, a nonprofit organization created for religious, charitable or educational purposes, a grant for fiscal year 2009-2010 in the amount of \$36,000 (Community Support).
2. The purpose of the grant is to provide for the establishment of the Network to provide working uninsured northern Nevada resident's access to professional health care at a reduced rate while providing timely and cost-effective compensation for physicians and hospitals enrolled in the Network, which will provide a substantial benefit to the inhabitants of the county.

Adopted this 14th Day of July 2009.



David E. Humke, Chairman
Washoe County Commission

ATTEST



County Clerk

**WASHOE COUNTY, NEVADA
GRANT PROGRAM CONTRACT
FY 2009-2010**

THIS

CONTRACT, entered into as of the _____ day of _____ 2009 by and between **Washoe County**, a political subdivision of the State of Nevada, existing under and by virtue of the laws of the State of Nevada (hereinafter referred to as the "County"), and **Access to Healthcare Network**, a Nevada nonprofit corporation having a business address located at 235 West Sixth Street, Reno, NV 89503 (hereinafter referred to as the "Grantee").

WITNESSETH:

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. DEFINITION OF TERMS

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

NOTICES

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

COUNTY

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

GRANTEE

Access to Healthcare Network
Sherri Rice
Project Director
235 West Sixth Street
Reno, NV 89503
775-770-6035

3. PROGRAM MEASURABLE OUTCOMES

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

PROGRAM: Access to Health Care Network

Access to Healthcare Network is a comprehensive network of hospitals and primary, specialty and ancillary health care professionals offering their services to the working uninsured at a reduced fee. The Network provides working uninsured northern Nevada resident's access to professional health care at a reduced rate while providing timely and cost-effective compensation for physicians and hospitals enrolled in the Network.

Monthly/Quarterly Reports: Quarterly

Measurable Outcome

1. Through the recruitment of working-poor uninsured Washoe County residents Access to Health Care Network, 1000 or 2.5% of the estimated uninsured Washoe County residents will be enrolled in AHN and receive access to comprehensive health care services.

Tracking Mechanism

The number of enrolled members will be measured by the Access Health Care Network's software.

4. **PROCEDURAL REQUIREMENTS**

- a. The County Staff will monitor the performance of the Grantee against each of the program measurable outcomes listed herein.
- b. Substandard performance as determined by County Staff will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the County Staff, Contract suspension or termination procedures will be initiated.
- c. Program outcomes may be administratively modified by County staff if the Grantee provides sufficient justification in writing three (3) months prior to the close of the Fiscal Year 2009-2010

5. **TERM**

This Contract is in effect retroactive to July 1, 2009 and from that date through - June 30, 2010 All of the services required hereunder shall be completed by June 30, 2010.

6. **COMPENSATION**

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

PROGRAM: Access to Health Care Network

Salary	<u>\$36,000</u>
TOTAL COST AMOUNT:	\$36,000

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

Records of the Grantee's direct personnel and reimbursable expenses pertaining to the grant shall be kept in accordance with generally accepted accounting principles. County, or its authorized representatives, shall have the right to access

these records, and any other directly related and pertinent books, documents, papers or other records. County shall also have the right to audit, and to make excerpts and transcripts from such books, documents, papers, or records. Such right of access and copying shall be granted upon 3 days prior written notice by County and shall survive the termination of this Contract for up to 3 years after final payment hereunder.

7. **METHOD OF PAYMENT**

- a. For services to be provided under this Agreement by Grantee County agrees to pay, THIRTY-SIX THOUSAND 00/100 for the fiscal year which begins July 1, 2009 and ends June 30, 2010.
- b. Each quarter, Grantee may bill County in advance for one-fourth (1/4th) of that annual amount, equaling TWELVE THOUSAND AND FIVE HUNDRED DOLLARS (\$9,000). County shall remit payment to Grantee within thirty (30) days of receipt of the billing.
- c. If either party terminates this Agreement, and the effective date of such termination is other than the last day of a quarter, payment will be prorated for the portion of the quarter from the first day through the effective day of the termination.

8. **TERMS AND CONDITIONS**

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

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

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

- b. **Required Project Record Keeping and Bookkeeping.** The Grantee agrees to provide for bookkeeping and record-keeping on a program basis using approved bookkeeping and record-keeping systems and to retain program records for four years from the time of termination of this Contract. The bookkeeping and program records shall be open and available for inspection and audit at any time by the County Staff.

- c. **Personal Property.** All personal property purchased by the Grantee, with written prior approval of the County and with funds obtained pursuant to the Contract, shall be the property of the County unless otherwise provided in writing by the County.
- d. **Budget Changes.** The Grantee shall only make changes in the approved and executed budget with approval of County.
- e. **Purchase of Equipment and Supplies.** In the event Contractor uses the funds granted by this Contract to acquire or purchase equipment, supplies or services, Contractor shall abide by the following: where the estimated cost is between \$25,000 and \$50,000, Contractor must request bids from two or more persons capable of performing the contract, if available. If the estimated cost exceeds \$50,000, Contract shall advertise for bids. No lead-based paint is to be purchased or used on any project.
- f. **Lobbying.** The Grantee agrees that no funds received under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before Federal, state or local government.
- g. **Program Income.** Grantee agencies who derive income from their loan activities as a result of service provided through the usage of grant funds must identify to the County Staff, upon request, the amount of this income on a timely basis. The income will be used to reduce the amount requested from the Grantee for disbursement.
- h. **Disposition of Program Income.** At the end of the program year, County may require remittance of all or part of any unspent and uncommitted program income balances (including investments thereof) held by the Grantee.
- i. **Insurance Requirements.** The County has established specific insurance and indemnification requirements for agreements/ contracts with non-profit agencies to assure that reasonable insurance coverage is maintained. These requirements are contained in Exhibit A attached hereto and incorporated by reference herein. All insurance requirements must be complied with prior to any reimbursement for any program.
- j. **Legal Actions Against Grantee.** If any legal action is filed against the Grantee, the Grantee shall immediately notify County staff.
- k. **Assignment of Contract.** It is agreed by and between the parties hereto that neither this Contract nor any part thereof may be assigned by the Grantee, and that

in the event that the Grantee does so assign, the County Staff may, at their option, terminate this Contract and be relieved of further obligation to the Grantee.

1. **Grounds for Reduction of Compensation or Termination of the Contract.**
The County Staff reserves the right to terminate this Contract or to reduce the Contract compensation amount upon written notification to the Grantee that any one or more of the following has occurred:
 - (1) Failure of the Grantee to file monthly/quarterly/annual (whichever is required) reports by the 7th day of each month, or the 15th day after the end of the quarter or year (whichever is appropriate);
 - (2) Failure of the Grantee to meet any standards specified in this Contract;
 - (3) Expenditures under this Contract for ineligible activities, services, or items;
 - (4) Failure to comply with written notice from County Staff of substandard performance in scope of services under the terms of this Contract;
 - (5) Failure of the Grantee to keep accounts and records showing the disposition of the money provided pursuant to this contract;
 - (6) Grantee employees, officers or its designees or agents using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties;
 - (7) Failure of the County or the Grantee to secure or obtain other funding from sources which are needed in combination with the grant funds provided by the County to completely carry out the programs provided in this Contract;
 - (8) If Grantee receives funds from other sources prior to or during the program year to cover costs under this Contract, the County Staff reserves the right to reduce the Contract amount;
 - (9) Failure of the Grantee to pay debts owed to the County or other debts when due; or
 - (10) Failure of the County to appropriate or budget money for the purposes specified in this contract.

- m. **Personnel.**
 - (1) The Grantee represents that it has hired or will hire all personnel required in performing the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the County.
 - (2) All of the services required hereunder will be performed by the Grantee, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
- n. **Compliance with Laws.** The Grantee agrees to follow all federal, state and local laws pertaining to the operation of said agency, including without limitation, all applicable sanitation, health, and safety standards. Further, Grantee shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances that are applicable medical and patient records.
- o. **Funding.** Funding under this grant is to be used only for eligible and approved activities.
- p. **Integration.** This Contract, including the Recitals, and Exhibit A constitute the complete and integrated agreement between the parties with respect to the matters recited herein, and supersedes any prior or contemporaneous written or oral agreements or understandings with respect thereto.
- q. **Amendment; Waiver.** This Contract shall not be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by duly authorized representatives of the parties. No additional grants, monetary increase amendments, or time extension amendments, will be approved unless all financial and performance reports are current. No waiver of any other provisions of this Contract shall be deemed to be a waiver of any other provisions, regardless of similarity, and no waiver shall constitute a continuing waiver. Forbearance or failure to declare a default or pursue a remedy shall not constitute a waiver except as provided in this Contract.
- r. **Drafting Presumption.** The parties acknowledge that this Contract has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the County as the drafter of this Contract.

9. **JURISDICTION AND GOVERNING LAW**

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

10. **OTHER PROVISIONS**

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

- a. **Equal Employment Opportunity.** The Grantee will not discriminate against any employee or applicant for employment or individual receiving the benefit of the Grantee's services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended).
- b. **Business and Employment Opportunities for Lower Income/ Minority Residents.** To the greatest extent feasible, the Grantee will provide opportunities for training and employment to lower income/minority residents of the program area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
- c. **Non-discrimination.** Grantee will provide services to all persons without regard to race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability.
- d. **Staff with Access to Minors and/or information regarding minors.** The Grantee agrees that, as a condition of employment, a background investigation will be completed pursuant to NRS 179A.180, et seq., for all staff members who have access to minors and/or information regarding minors.

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11. AUTHORITY TO ENTER INTO CONTRACT.

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

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

ACCESS TO HEALTHCARE NETWORK

By: _____
Chairperson, Board of Directors

By: _____
Executive Director

WASHOE COUNTY

By: David E. Humke 7/14/09
David E. Humke, Chairman
Washoe County Commission

APPROVED AS TO FORM ONLY:

By: Melanie Foster
District Attorney

Attest: Amy Harvey
Washoe County Clerk

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

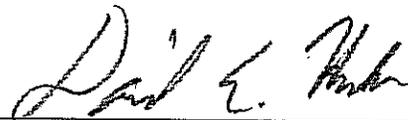
WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes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

WHEREAS, the Board of Commissioners of Washoe County has determined that \$67,011 in funding is needed to address the basic health care needs of the uninsured and underinsured of Gerlach; now, therefore, be it

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

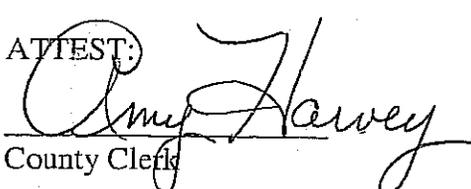
1. The Board hereby grants to Nevada Health Centers, Inc., a nonprofit organization created for religious, charitable or educational purposes, a grant for fiscal year 2009-2010 in the amount of \$67,011 (Community Support).
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by providing basic health care to low income, uninsured, and underinsured clients living in the Gerlach area.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are as set forth in the Grant Program Contract, which Contract is attached hereto and incorporated herein by reference.

Adopted this 14th Day of July 2009.



David E. Humke, Chairman
Washoe County Commission

ATTEST:



Amy Harvey
County Clerk

976(1)
12

NEVADA HEALTH CENTERS, INC.

AGREEMENT FOR PROVISION OF PRIMARY CARE SERVICES
WITH

WASHOE COUNTY

THIS AGREEMENT is made and entered into this ____ day of _____, 2009, by and between WASHOE COUNTY, a political subdivision of the State of Nevada, hereinafter "County", and NEVADA HEALTH CENTERS, INC., a Nevada, nonprofit corporation, hereinafter referred-to as "NVHC."

WITNESSETH:

WHEREAS, NVHC is a federally funded organization by virtue of or through its receipt of a grant under Section 330 of the Public Health Service Act, and is classified as a Community Health Center providing primary care services to rural areas in Nevada; and

WHEREAS, County desires NVHC to operate a **clinic in Gerlach**, Nevada, a part of the unincorporated area of Washoe County; and

WHEREAS, both parties recognize the medical needs of the citizens of Gerlach, Nevada, can best be served by NVHC operating a primary care clinic in Gerlach; and

WHEREAS, both parties wish to clarify their responsibilities in the establishment and operation of the clinic;

NOW, THEREFORE, for and in consideration of the mutual promises and based upon the terms and conditions set forth below, the parties hereto hereby agree as follows:

I. COUNTY RESPONSIBILITIES

A. FINANCIAL RESPONSIBILITY

1. For services to be provided under this Agreement by NVHC, County agrees to pay NVHC, SIXTY-SEVEN THOUSAND AND ELEVEN DOLLARS 00/100 (\$67,011.00) for the fiscal year which begins July 1, 2009 and ends June 30, 2010.
2. Each quarter, NVHC shall bill County in advance, for one-fourth (1/4th) of that annual amount, equaling SIXTEEN THOUSAND, SEVEN HUNDRED AND FIFTY-TWO DOLLARS 75/100 (\$16,752.75). County shall remit payment to NVHC within thirty (30) days of receipt of the billing.

3. If either party terminates this Agreement, and the effective date of such termination is other than the last day of a quarter, payment will be prorated for the portion of the quarter from the first day through the effective day of the termination.

B. OPERATIONAL RESPONSIBILITY

1. County acknowledges that NVHC, through its Board of Directors and Chief Executive Officer is exclusively responsible for assuring that NVHC itself and the operating site are properly administered. County further acknowledges no jurisdiction over such administration.
2. County acknowledges that all staff and equipment furnished by NVHC under this Agreement are the employees and the property, respectively, of NVHC unless otherwise noted in an addendum to this Agreement.
3. County acknowledges that NVHC is funded as a Community Health Center by the United States Public Health Service under Section 330 of the Public Health Service Act. As a recipient of such funds, NVHC is required to operate in compliance with the requirements of that funding authority.
4. County agrees to cooperate with NVHC in a regular and periodic assessment of health care needs in Washoe County and in the areas served by NVHC.

II NVHC RESPONSIBILITIES

A. PROVISION OF CLINICAL SERVICES

NVHC shall furnish directly or through clearly defined arrangements, those preventive, diagnostic and therapeutic services and supplies that are commonly referred to as primary care services. These services include medical history, physical examination, assessment of health status, treatment for a variety of medical conditions and referral to additional sources of care. Services to be provided may include, but are not limited to:

1. Diagnostic, treatment, consultative, referral and other services by primary care providers;
2. Diagnostic laboratory services performed within CLIA waiver regulations;
3. Diagnostic radiology services;
4. Pharmacy services needed to implement treatment;
5. Preventive health services including immunizations;
6. Emergency medical services through clearly defined arrangements for medical emergencies during and after clinic hours of operation;

7. Case management services for those patients requiring a complex array of services and/or regular recurring care for chronic conditions.
8. Prenatal care to pregnant women; performing deliveries in emergency situations only.

Whether provided directly or through appropriate referral arrangements, primary care services must themselves be linked to a broad array of supplemental services, such as a specialized physician care, inpatient hospital care, mental health services, restorative dental services, etc. Without the necessary linkages to supplemental services, a primary care program cannot properly address the needs of all patients. It is therefore agreed that the above services shall be performed either on site or on a referral basis.

B. ACCESSIBILITY

1. It is agreed by both parties that said clinic in Gerlach will be open 8:00 a.m. to 7:00 p.m., Tuesday, Wednesday and Thursday. . and that every effort will be made to insure availability of a provider during normal clinic hours. After hours and on weekends, the parties agree to the following arrangements for emergency care: Contact the local sheriff's office and/or the local ambulance service. For emergencies where the services of the Gerlach clinic provider may affect a more favorable outcome, the provider may be available for after hour's calls. It is understood by both parties that as a sole provider, the provider on staff in Gerlach will not be on call after hours for every night or weekend.
2. It is agreed by both parties that said clinic will provide access for all persons, irrespective of ability to pay. Low-income persons must be considered among the most medically needy and afforded reasonable access to available care by means of the sliding fee scale suggested in the Section 330 Law, Regulations and Program Expectations.
3. Within the limits of available resources, NVHC will provide services to all persons without regard to race, national origin, religion, age, gender, sexual preference, disability, or ability to pay.

C. QUALITY OF CARE

1. It is agreed by both parties that they will participate in ongoing assessment of community and patient needs.
2. NVHC Medical Staff will assist in the development and use of appropriate clinical protocols for the supervision of non-physician providers.
3. NVHC providers will develop and utilize individualized continuing professional education plans which assure that all on-site providers will receive at least minimum CME as may be required to maintain their professional licenses.
4. NVHC will establish and implement a formal quality assurance plan to regularly and routinely review the quality of care provided through activities such as regular audits of patient records to assure provider compliance with health maintenance and other patient care protocols and accepted standards of care.

D. AFFORDABILITY

1. It is agreed that NVHC will establish a reasonable fee schedule taking into consideration costs of operation and prevailing rates for similar services rendered in comparable areas. County shall receive timely notice of any proposed fee schedule changes.
2. It is agreed by both parties that provisions for persons unable to pay be made in accordance with the sliding fee scale program outlined in the Section 330 Program Expectations.

E. PROVISIONS OF MANAGEMENT SERVICES

As noted in Section I.B. above, NVHC shall be fully responsible for management and operation of the clinic. NVHC will undertake to provide the following management services and staff to conduct and support clinic operations:

1. Recruitment for all clinic personnel;
2. Employment of all clinic staff;
3. Supervision of all staff;
4. Establishment of terms and conditions of employment for all staff;
5. Centralized administration of employee benefits and personnel matters;
6. Billing and collection for all services provided by the clinic;
7. Centralized purchasing of medical and office supplies and equipment;
8. Obtaining and maintaining all required certifications, licenses, permits and registrations;
9. Accounts payable system;
10. Payroll System;

11. Computerized patient accounting system with on-line capability at major operating sites;
12. Centralized compliance monitoring for laws, regulations and standards affecting operation of clinic facilities and personnel;
13. Interaction with all third party payors, funding sources and regulatory agencies;
14. Provision of professional liability insurance for medical providers;
15. Arrangement of locum tenens coverage for providers when necessary;
16. Initiation of annual budgeting process; and
17. Reporting to County on a regular and periodic basis.

F. REPORTING REQUIREMENTS

NVHC will provide County regular reports on the operation of the site(s) in the County.

Quarterly reports to County shall include:

1. Quarterly operating statements for its clinic site, showing actual and budgeted revenues and expenditures.
2. Quarterly accounts receivable reports.
3. Quarterly summary of number of visits by type of payor, number of immunizations.

Reports are to be submitted to County on or before the following:

First quarterly report due October 30th
 Second quarter report due January 30th
 Third quarter report due April 30th
 Fourth quarter report due July 30

In addition to the quarterly reports, County may request additional reporting from time to time. Examples of reports the County may wish to receive include:

1. Annual operating capital budgets will be prepared and submitted to County to facilitate County's annual budget process. Changes, if necessary, will be discussed

G. REQUIRED PROJECT RECORD KEEPING AND BOOKKEEPING

The Grantee agrees to provide for bookkeeping and client record-keeping on a program basis using approved bookkeeping and record-keeping systems and to retain records for five years from the time of termination of this Contract. The bookkeeping and client files and program records shall be open and available for inspection and audit at any time by the County Staff, or agents of the County. The County shall also have access to the quality assurance results upon request.

H. STAFFING

Recruiting medical professionals to frontier areas of Nevada is a difficult and frequently lengthy process. NVHC attempts to recruit competent professionals to serve the community who will be welcomed by the community, which they will serve. For these reasons, filling vacancies in staffing patterns may require more time than NVHC would wish. NVHC will make its best efforts to provide alternate staffing when vacancies occur.

Normal staffing during regular hours of clinic operation will be as follows:

<u>Category</u>	<u>Number</u>
Nurse Practitioner	1. FTE
Physician's Assistants	0
Medical Assistants	1.0 FTE
Receptionists	0.3 FTE
Janitor	0.3 FTE
Total	2.6 FTE

H. CONFIDENTIALITY

- A. The Grantee will uphold relevant Federal and State confidentiality regulations and laws that protect medical and patient records, and the Grantee will only release confidential client records with written consent by the client, or the client's guardian, unless otherwise provided for in the regulations or laws. A client is anyone who receives services from the Grantee and a guardian is one legally in charge of the affairs of a minor or of a person deemed incompetent.

III GENERAL TERMS OF AGREEMENT

A. INDEMNIFICATION

NVHC agrees to hold harmless, indemnify, and defend County, its officers, agents, and employees, from and against any loss or liability, financial or otherwise, resulting from any claim, demand, suit, action, or cause of action, based upon bodily injury, including death or property damage, caused by any action, either direct or passive, the omission or failure to act, or negligence on the part of NVHC, its agents, employees, representatives, or subcontractors, arising out of the performance of any service, including the performance of professional services, arising out of work performed under this Agreement. NVHC must either defend County, or upon determination that work performed by NVHC was negligent in any manner, or that NVHC failed to perform any duties set forth in this Agreement, pay County's costs related to the investigation and defense of any claim, demand, action or cause of action.

B. INSURANCE

1. In addition to the insurance required under section II.,E., NVHC shall procure and maintain general liability coverage to protect it and the County and automobile liability coverage to protect it and the County from and against any losses related to the activities and services provided pursuant to this Agreement. Said coverage shall be in an amount of not less than \$1,000,000.
2. NVHC shall also procure and maintain such insurance coverage as necessary to protect the replacement value of the site including mobile home, contents, and equipment therein.
3. Copies of certificates of insurance shall be provided to the County showing proof of insurance coverage, and naming the County as additional insured.
4. NVHC shall maintain a policy of workers' compensation insurance throughout the term of this agreement and provide a certificate of insurance to the County as evidence of such coverage.

C. REVISION OR AMENDMENT OF AGREEMENT

NVHC or County may request revisions or amendments to the provisions of this Agreement by notifying the other in writing sixty (60) days in advance of the effective date of the desired change. Changes with substantial budgetary effects will be discussed between the parties to determine the impact on services and programs provided under this Agreement. For purposes of this section, substantial budgetary effects are defined as those which would change the clinic's operating budget or County's annual financial obligation by ten percent (10%) or \$5,000.00, whichever is less. Changes with substantial budgetary effects may require amendment to this Agreement involving the services and programs to be provided, or may require termination of this Agreement as provided in E. below.

D. TERMINATION FOR CAUSE

1. Either party may terminate this Agreement in the case of a material breach, such as nonpayment of amounts due, failure to maintain required licenses, or refusal to provide necessary and available medical services.
2. The breaching party must be notified by the non-breaching party in writing, by certified mail, return receipt requested. The breaching party must then be given forty-five days from notification of the breach to effect a cure of the breach. If the breaching party is unable to cure the breach, the non-breaching party may terminate the Agreement unilaterally after an additional fifteen days.

E. TERMINATION WITHOUT CAUSE

1. Any party may terminate this Agreement without cause during its term by furnishing the other written notice of its intent to terminate, one hundred and twenty days in advance of the termination date.
2. In the event the County fails to appropriate funds sufficient to support the services and programs provided in this Agreement, the County shall notify NVHC, and this Agreement shall terminate on the date specified in the notice. The County will endeavor to provide as much notice as possible to NVHC in the event of termination under this section.

F. TERMINATION OF THE FEDERAL GRANT

1. NVHC relies on grant funding from the United States Public Health Service to defray operating expenses and allow it to provide services delineated in this Agreement. Should loss or substantial reduction of this grant funding occur, NVHC may be required to terminate or modify this Agreement, or decline to renew it.
2. Should NVHC receive notification of a substantial reduction or loss of grant funding, it will immediately notify County.
3. NVHC will determine the effect of reduced funding on its ability to fulfill the terms of this Agreement, and its proposed actions; up to an including termination of this Agreement will be communicated to County. In the event NVHC's ability to provide services and programs under this Agreement is affected by the loss of grant funding, the County has the right to reduce or eliminate funding, and to terminate this Agreement.
4. NVHC may terminate, modify or decline to renew this Agreement without penalty if such action results from loss or substantial reduction in grant funding.

G. EFFECT OF TERMINATION

1. If either party terminates this Agreement, and the effective date of such termination is other than the last day of a quarter, payment will be prorated for the portion of the quarter from the first day through the effective day of the termination.

H.. TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2009, and shall terminate on June 30, 2010.

I. ATTORNEY'S FEES

If this Agreement is the subject of litigation between NVHC and County, the prevailing party has the right to recover reasonable attorney's fees from the other.

J: COMPLIANCE WITH LAWS

The Subgrantee agrees to follow all federal, state and local laws pertaining to the operation of said agency. Further, Subgrantee shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances which are applicable medical and patient records.

K. GENERAL PROVISIONS

1. **Drafting Presumption.** The parties acknowledge that this Contract has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the County as the drafter of this Contract.
2. **Jurisdiction and Governing Law.** It is understood and agreed by and between the parties hereto that this Contract shall be deemed and construed to be entered into and to be performed in the County of Washoe, State of Nevada, and it is further understood and agreed by and between the parties hereto that the laws of the State of Nevada shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.
3. **Legal Actions Against Grantee.** If any legal action is filed against the Grantee, the Grantee shall immediately notify County staff.
4. **Integration.** This Agreement, including the Recitals and any exhibits, constitutes the complete and integrated agreement between the parties with respect to the matters recited herein, and supersedes any prior or contemporaneous written or oral agreements or understandings with respect thereto.
5. **Equal Employment Opportunity.** The Grantee will not discriminate against any employee or applicant for employment or individual receiving the benefit of the Grantee's services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended).
6. **Business and Employment Opportunities for Lower Income/ Minority Residents.** To the greatest extent feasible, the Grantee will provide opportunities for training and employment to lower income/minority residents of the program area, and contracts for work in connection with the project be awarded to business

concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

7. **Non-discrimination.** Grantee will provide services to all persons without regard to race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability.
8. **Staff with Access to Minors and/or information regarding minors.** The Grantee agrees that, as a condition of employment, a background investigation will be completed pursuant to NRS 179A.180, et seq., for all staff members who have access to minors and/or information regarding minors.
9. **Funding.** Funding under this grant is to be used only for eligible and approved activities.

This Agreement is executed this ____ day of _____ 2009.

WASHOE COUNTY

NEVADA HEALTH CENTERS, INC.

By *David E. Humke* 7/14/09
David E. Humke, Chairman
Washoe County Commission

By _____
Thomas Chase, Chief Executive Officer,
Nevada Health Centers, Inc.

APPROVED AS TO FORM ONLY:

By: *Melanie Foster*
Washoe County District Attorney

By _____
Chair, NVHC
Board of Directors

ATTEST:

Amy Harvey
Washoe County Clerk

9/10/09

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

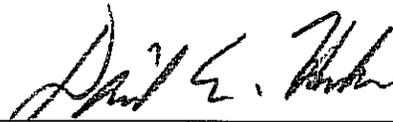
WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes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

WHEREAS, the Board of Commissioners of Washoe County has determined that \$28,800 in funding is needed to address the basic health care needs of the uninsured and underinsured of Gerlach; now, therefore, be it

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

1. The Board hereby grants to Nevada Health Centers, Inc., a nonprofit organization created for religious, charitable or educational purposes, a grant for fiscal year 2009-2010 in the amount of \$28,800 (Community Support).
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by providing basic health care to low income, uninsured, and underinsured clients living in the Incline Village area.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are as set forth in the Grant Program Contract, which Contract is attached hereto and incorporated herein by reference.

Adopted this 14th Day of July 2009.



David E. Humke, Chairman
Washoe County Commission

ATTEST:



Amy Harvey
County Clerk

PKO,

NEVADA HEALTH CENTERS, INC.

AGREEMENT FOR PROVISION OF PRIMARY CARE SERVICES

WITH

WASHOE COUNTY

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between WASHOE COUNTY, a political subdivision of the State of Nevada, hereinafter "County", and NEVADA HEALTH CENTERS, INC., a Nevada, nonprofit corporation, hereinafter referred-to as "NVHC."

WITNESSETH:

WHEREAS, NVHC is a federally funded organization by virtue of or through its receipt of a grant under Section 330 of the Public Health Service Act, and is classified as a Community Health Center providing primary care services to rural areas in Nevada; and

WHEREAS, County desires NVHC to operate a **clinic in Incline Village**, Nevada, a part of the unincorporated area of Washoe County; and

WHEREAS, both parties recognize the medical needs of the citizens of Incline Village, Nevada, can best be served by NVHC operating a primary care clinic in Incline Village; and

WHEREAS, both parties wish to clarify their responsibilities in the establishment and operation of the clinic;

NOW, THEREFORE, for and in consideration of the mutual promises and based upon the terms and conditions set forth below, the parties hereto hereby agree as follows:

I. COUNTY RESPONSIBILITIES

A. FINANCIAL RESPONSIBILITY

1. County shall provide space for the operation of the clinic in county leased space at 865 Tahoe Boulevard, Suite 202. This space will also be utilized by the Washoe County District Health Department to provide Women, Infant and Children (WIC) clinics one day per week, up to four times per month.
2. For services to be provided under this Agreement by NVHC, County agrees to pay NVHC, TWENTY-EIGHT THOUSAND AND EIGHT HUNDRED DOLLARS 00/100 (\$28,800.00) for the fiscal year which begins July 1, 2009 and ends June 30, 2010.

3. NVHC shall bill County in advance, for 1/4 of the grant amount every three months, equaling SEVEN THOUSAND TWO HUNDRED, 00/100 (\$7,200). County shall remit payment to NVHC within thirty (30) days of receipt of the billing.
4. If either party terminates this Agreement, and the effective date of such termination is other than the last day of a quarter, payment will be prorated for the portion of the quarter from the first day through the effective day of the termination.

B. OPERATIONAL RESPONSIBILITY

1. County acknowledges that NVHC, through its Board of Directors and Chief Executive Officer is exclusively responsible for assuring that NVHC itself and the operating site are properly administered. County further acknowledges no jurisdiction over such administration.
2. County acknowledges that all staff and equipment furnished by NVHC under this Agreement are the employees and the property, respectively, of NVHC unless otherwise noted in an addendum to this Agreement.
3. County acknowledges that NVHC is funded as a Community Health Center by the United States Public Health Service under Section 330 of the Public Health Service Act. As a recipient of such funds, NVHC is required to operate in compliance with the requirements of that funding authority.
4. County agrees to cooperate with NVHC in a regular and periodic assessment of health care needs in Washoe County and in the areas served by NVHC.

II NVHC RESPONSIBILITIES

A. PROVISION OF CLINICAL SERVICES

NVHC shall furnish directly or through clearly defined arrangements, those preventive, diagnostic and therapeutic services and supplies that are commonly referred to as primary care services. These services include medical history, physical examination, assessment of health status, treatment for a variety of medical conditions and referral to additional sources of care. Services to be provided may include, but are not limited to:

1. Diagnostic, treatment, consultative, referral and other services by primary care providers;
2. Diagnostic laboratory services performed within CLIA waiver regulations;

3. Some pharmacy services needed to implement treatment;
4. Preventive health services including immunizations;
5. Emergency medical services through clearly defined arrangements for medical emergencies during and after clinic hours of operation;
6. Case management services for those patients requiring a complex array of services and/or regular recurring care for chronic conditions.
7. Prenatal care to pregnant women; performing deliveries in emergency situations only.

Whether provided directly or through appropriate referral arrangements, primary care services must themselves be linked to a broad array of supplemental services, such as a specialized physician care, inpatient hospital care, mental health services, restorative dental services, etc. Without the necessary linkages to supplemental services, a primary care program cannot properly address the needs of all patients. It is therefore agreed that the above services shall be performed either on site or on a referral basis.

B. ACCESSIBILITY

1. It is agreed by both parties that said clinic in Incline Village will be open for operation a minimum of one day per week weather permitting and that every effort will be made to insure availability of a provider during normal clinic hours.
2. It is agreed by both parties that said clinic will provide access for all persons, irrespective of ability to pay. Low-income persons must be considered among the most medically needy and afforded reasonable access to available care by means of the sliding fee scale suggested in the Section 330 Law, Regulations and Program Expectations.
3. Within the limits of available resources, NVHC will provide services to all persons without regard to race, national origin, religion, age, gender, sexual preference, disability, or ability to pay.

C. QUALITY OF CARE

1. It is agreed by both parties that they will participate in ongoing assessment of community and patient needs.
2. NVHC Medical Staff will assist in the development and use of appropriate clinical protocols for the supervision of non-physician providers.
3. NVHC providers will develop and utilize individualized continuing professional education plans which assure that all on-site providers will receive at least minimum CME as may be required to maintain their professional licenses.

4. NVHC will establish and implement a formal quality assurance plan to regularly and routinely review the quality of care provided through activities such as regular audits of patient records to assure provider compliance with health maintenance and other patient care protocols and accepted standards of care.

D. AFFORDABILITY

1. It is agreed that NVHC will establish a reasonable fee schedule taking into consideration costs of operation and prevailing rates for similar services rendered in comparable areas. County shall receive timely notice of any proposed fee schedule changes.
2. It is agreed by both parties that provisions for persons unable to pay be made in accordance with the sliding fee scale program outlined in the Section 330 Program Expectations.

E. PROVISIONS OF MANAGEMENT SERVICES

As noted in Section I.B. above, NVHC shall be fully responsible for management and operation of the clinic. NVHC will undertake to provide the following management services and staff to conduct and support clinic operations:

1. Recruitment for all clinic personnel;
2. Employment of all clinic staff;
3. Supervision of all staff;
4. Establishment of terms and conditions of employment for all staff;
5. Centralized administration of employee benefits and personnel matters;
6. Billing and collection for all services provided by the clinic;
7. Centralized purchasing of medical and office supplies and equipment;
8. Obtaining and maintaining all required certifications, licenses, permits and registrations;
9. Accounts payable system;
10. Payroll System;
11. Computerized patient accounting system with on-line capability at major operating sites;
12. Centralized compliance monitoring for laws, regulations and standards affecting operation of clinic facilities and personnel;
13. Interaction with all third party payors, funding sources and regulatory agencies;
14. Provision of professional liability insurance for medical providers;
15. Arrangement of locum tenens coverage for providers when necessary;
16. Initiation of annual budgeting process; and
17. Reporting to County on a regular and periodic basis.

F. REPORTING REQUIREMENTS

NVHC will provide County regular reports on the operation of the site(s) in the County.

Quarterly reports to County shall include:

1. Quarterly operating statements for its clinic site, showing actual and budgeted revenues and expenditures.
2. Quarterly accounts receivable reports.
3. Quarterly summary of number of visits by type of payor, number of immunizations.

Reports are to be submitted to County on or before the following:

First quarterly report due October 30th
Second quarter report due January 30th
Third quarter report due April 30th
Fourth quarter report due July 30

In addition to the quarterly reports, County may request additional reporting from time to time. Examples of reports the County may wish to receive include:

1. Annual operating capital budgets will be prepared and submitted to County to facilitate County's annual budget process. Changes, if necessary, will be discussed so a consensus may be reached. County has final approval on budgeted amount it will provide to NVHC.
2. Monthly operating statements for its clinic site, showing actual and budgeted revenues and expenditures.
3. Monthly operating statements for its clinic site, showing dates and hours of clinic operation.
4. Monthly accounts receivable reports.
5. A summary of the results of Quality Assurance.
6. NVHC will consult with County in determining the level and amount of service to be provided. The personnel types and numbers required to provide the desired service, as well as the expected costs will be included in the annual operating budget.

G. REQUIRED PROJECT RECORD KEEPING AND BOOKKEEPING

The Grantee agrees to provide for bookkeeping and client record-keeping on a program basis using approved bookkeeping and record-keeping systems and to retain records for five years from the time of termination of this Contract. The bookkeeping and client files and program records shall be open and available for inspection and audit at any time by the County Staff, or agents of the County. The County shall also have access to the quality assurance results upon request.

H. STAFFING

Recruiting medical professionals to frontier areas of Nevada is a difficult and frequently lengthy process. NVHC attempts to recruit competent professionals to serve the community who will be welcomed by the community, which they will serve. For these reasons, filling vacancies in staffing patterns may require more time than NVHC would wish. NVHC will make its best efforts to provide alternate staffing when vacancies occur.

Normal staffing during regular hours of clinic operation will be as follows:

<u>Category</u>	<u>Number</u>
Physicians/Physician's Assistants	
/ Nurse Practitioners	0.20 FTE
Medical Assistants	0.80 FTE
Receptionists	<u>0.20 FTE</u>
Total	1.20FTE

I. CONFIDENTIALITY

- A. The Grantee will uphold relevant Federal and State confidentiality regulations and laws that protect medical and patient records, and the Grantee will only release confidential client records with written consent by the client, or the client's guardian, unless otherwise provided for in the regulations or laws. A client is anyone who receives services from the Grantee and a guardian is one legally in charge of the affairs of a minor or of a person deemed incompetent.

III GENERAL TERMS OF AGREEMENT

A. INDEMNIFICATION

NVHC agrees to hold harmless, indemnify, and defend County, its officers, agents, and employees, from and against any loss or liability, financial or otherwise, resulting from any claim, demand, suit, action, or cause of action, based upon bodily injury, including death or property damage, caused by any action, either direct or passive, the omission or failure to act, or negligence on the part of NVHC, its agents, employees, representatives, or subcontractors, arising out of the performance of any service, including the performance of professional services, arising out of work performed under this Agreement. NVHC must either defend County, or upon determination that work performed by NVHC was negligent in any manner, or that NVHC failed to perform any duties set forth in this Agreement, pay County's costs related to the investigation and defense of any claim, demand, action or cause of action.

B. INSURANCE

1. In addition to the insurance required under section II.,E., NVHC shall procure and maintain general liability coverage to protect it and the County and automobile liability coverage to protect it and the County from and against any losses related to the activities and services provided pursuant to this Agreement. Said coverage shall be in an amount of not less than \$1,000,000.
2. NVHC shall also procure and maintain such insurance coverage as necessary to protect the replacement value of the site including mobile home, contents, and equipment therein.
3. Copies of certificates of insurance shall be provided to the County showing proof of insurance coverage, and naming the County as additional insured.
4. NVHC shall maintain a policy of workers' compensation insurance throughout the term of this agreement and provide a certificate of insurance to the County as evidence of such coverage.

C. REVISION OR AMENDMENT OF AGREEMENT

Any revisions or amendments to this Agreement must be agreed upon by both parties in writing.

D. TERMINATION FOR CAUSE

1. Either party may terminate this Agreement in the case of a material breach, such as nonpayment of amounts due, failure to maintain required licenses, or refusal to provide necessary and available medical services.
2. The breaching party must be notified by the non-breaching party in writing, by certified mail, return receipt requested. The breaching party must then be given forty-five days from notification of the breach to affect a cure of the breach. If the breaching party is unable to cure the breach, the non-breaching party may terminate the Agreement unilaterally after an additional fifteen days.

E. TERMINATION WITHOUT CAUSE

1. Any party may terminate this Agreement without cause during its term by furnishing the other written notice of its intent to terminate, thirty days in advance of the termination date.
2. In the event the County fails to appropriate funds sufficient to support the services and programs provided in this Agreement, the County shall notify NVHC, and this Agreement shall terminate without penalty on the date specified in the notice. The County will endeavor to provide as much notice as possible to NVHC in the event of termination under this section.

F. TERMINATION OF THE FEDERAL GRANT

1. NVHC relies on grant funding from the United States Public Health Service to defray operating expenses and allow it to provide services delineated in this Agreement. Should loss or substantial reduction of this grant funding occur, NVHC may be required to terminate or modify this Agreement, or decline to renew it.
2. Should NVHC receive notification of a substantial reduction or loss of grant funding, it will immediately notify County.
3. NVHC will determine the effect of reduced funding on its ability to fulfill the terms of this Agreement, and its proposed actions; up to an including termination of this Agreement will be communicated to County. In the event NVHC's ability to provide services and programs under this Agreement is affected by the loss of grant funding, the County has the right to reduce or eliminate funding, and to terminate this Agreement.
4. NVHC may terminate, modify or decline to renew this Agreement without penalty if such action results from loss or substantial reduction in grant funding.

G. EFFECT OF TERMINATION

1. If either party terminates this Agreement, and the effective date of such termination is other than the last day of a quarter, payment will be prorated for the portion of the quarter from the first day through the effective day of the termination.

Sections II (G) and (I), III (A), (I) (K)(2) and (3) will survive the termination of this Agreement.

H.. TERM OF AGREEMENT

This Agreement shall be effective from July1, 2009 , and shall terminate on June 30, 2010.

I. ATTORNEY'S FEES

If this Agreement is the subject of litigation between NVHC and County, the prevailing party has the right to recover reasonable attorney's fees from the other.

J. COMPLIANCE WITH LAWS

The Subgrantee agrees to follow all federal, state and local laws pertaining to the operation of said agency. Further, Subgrantee shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances which are applicable medical and patient records.

K. GENERAL PROVISIONS

1. **Drafting Presumption.** The parties acknowledge that this Contract has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the County as the drafter of this Contract.
2. **Jurisdiction and Governing Law.** It is understood and agreed by and between the parties hereto that this Contract shall be deemed and construed to be entered into and to be performed in the County of Washoe, State of Nevada, and it is further understood and agreed by and between the parties hereto that the laws of the State of Nevada shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.
3. **Legal Actions Against Grantee.** If any legal action is filed against the Grantee, the Grantee shall immediately notify County staff.
4. **Integration.** This Agreement, including the Recitals and any exhibits, constitutes the complete and integrated agreement between the parties with respect to the matters recited herein, and supersedes any prior or contemporaneous written or oral agreements or understandings with respect thereto.
5. **Equal Employment Opportunity.** The Grantee will not discriminate against any employee or applicant for employment or individual receiving the benefit of the Grantee's services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended).
6. **Business and Employment Opportunities for Lower Income/ Minority Residents.** To the greatest extent feasible, the Grantee will provide opportunities for training and employment to lower income/minority residents of the program area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
7. **Non-discrimination.** Grantee will provide services to all persons without regard to race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability.

8. **Staff with Access to Minors and/or information regarding minors.** The Grantee agrees that, as a condition of employment, a background investigation will be completed pursuant to NRS 179A.180, et seq., for all staff members who have access to minors and/or information regarding minors.
9. **Funding.** Funding under this grant is to be used only for eligible and approved activities.

This Agreement is executed this ____ day of _____ 2009.

WASHOE COUNTY

NEVADA HEALTH CENTERS, INC.

By *David E. Humke* 7/14/09
David E. Humke, Chairman
Washoe County Commission

By _____
Thomas Chase, Chief Executive Officer,
Nevada Health Centers, Inc.

APPROVED AS TO FORM ONLY:

By: *Melanie Joslee*
Washoe County District Attorney

By _____
Chair, NVHC
Board of Directors

ATTEST:
Amy Harvey
Washoe County Clerk

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

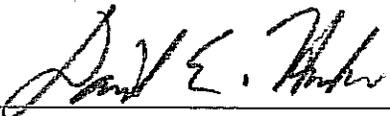
WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes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

WHEREAS, the Board of Commissioners of Washoe County has determined that \$7,721 in funding is needed to assist in providing services to encourage fair housing standards; now, therefore, be it

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

1. The Board hereby grants to Silver State Fair Housing, a nonprofit organization created for religious, charitable or educational purposes, a grant for fiscal year –2009-2010 in the amount of \$7,721 (Community Support).
2. The purpose of the grant is to provide informational materials and education to increase community awareness of housing discrimination, Fair Housing Act protections, and fair housing rights and responsibilities, which will provide a substantial benefit to the inhabitants of the county.

Adopted this 14th Day of July 2009.



David E. Humke, Chairman
Washoe County Commission

ATTEST:


County Clerk

09-750

art (2)

**INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as "Agreement", is made and entered by and between the County of Washoe, a political subdivision of the State of Nevada, on behalf of the Washoe County Sheriff's Office, 911 Parr Boulevard, Reno, NV 89512, hereinafter the "WCSO", and the City of Reno, on behalf of the Reno Fire Department, 401 Ryland, Suite 100, Reno, NV 89502, hereinafter the "RFD."

WHEREAS, each of the parties are public agencies and political subdivisions of the State of Nevada; and

WHEREAS, NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, the WCSO owns and operates an HH1-H helicopter on which a water tank for fire suppression can be affixed, as well as two OH-58 helicopters which aircraft are suitable for use for aerial observation purposes; and

WHEREAS, the RFD is responsible for wildland fire monitoring and suppression within the City of Reno's jurisdiction; and

WHEREAS, aerial fire monitoring and suppression instituted by the RFD can be done more cost-effectively using the aerial resources of the WCSO; and

WHEREAS, the RFD desires that the WCSO respond for the purposes of aerial wildland fire monitoring and suppression for the RFD, which response shall include such mutual training exercises as the parties to this Agreement shall agree are necessary to provide the level of service and margin of safety appropriate for such purposes; and

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

1. **TERM**: This Agreement shall commence on June 1, 2009 and shall terminate on June 30, 2010.

2. **TERMINATION**: Any party may terminate this Agreement without cause, solely as to its duty and obligation hereunder, upon 90 days written notice to all other parties. Any party may terminate this Agreement for cause, solely as to its duty and obligation hereunder, after 30 days written notice to the defaulting party (ies) only if the defaulting party (ies) fails to cure the default within those 30 days. The notice shall specify the cause alleged as the basis for said termination. In the event any party terminates this Agreement for cause, the Agreement shall remain in force and effect with other parties who have not taken action to terminate.

**3. AGREEMENT AS TO PERSONNEL AND EQUIPMENT
AND OPERATING PROTOCOLS AND PROCEDURES:**

A. Aircraft and Equipment:

1. The WCSO may provide, if available when requested, the RFD a helicopter, and possibly other aircraft, if made available by WCSO, (hereinafter collectively referred to as "helicopter") for the use of RFD for monitoring and fire suppression purposes during fire season. For purposes of this Agreement, "fire season" shall be defined as commencing as of April 1 and ending as of October 31 during the applicable calendar year. Except as specifically otherwise provided in this Agreement, the duties and obligations of RFD and WCSO in regard to said Aircraft and Equipment only apply during the fire season as so defined. WCSO as owner of helicopter shall maintain the helicopter to applicable standards applicable to the allowed uses established by this Agreement, including standards referenced herein.
2. The helicopter provided shall be configured as follows:
 - a. A Type 2 helicopter, which aircraft shall be configured to meet ICS 420-1 minimum standards for a Type 2 helicopter, including but not limited to:
 - 10 seats, including pilot;
 - 2,200 pound card weight capacity; and
 - 300 gallons of water capacity.
 - b. Include a fixed water tank capable of two (2) drops per sortie and equipped with a self-filling snorkel device.
3. The helicopter and any other aircraft provided pursuant to this Agreement shall be equipped, maintained and operated under all applicable Federal Aviation Agency (FAA) regulations.
4. The helicopter provided pursuant to this Agreement shall be operated, maintained and secured within the guidelines of the Federal Excess Personal Property (FEPP) Program and its sponsors, the United States Forest Service, hereinafter referred to as the "USFS" and the Bureau of Land Management, hereinafter referred to as the "BLM."
5. The WCSO shall provide pilots for any helicopter and all other aircraft provided pursuant to the terms of this Agreement and shall be responsible to assure that such pilots have proper training and adequate supervision to accomplish the allowed uses established by this Agreement.
6. All pilots provided by the WCSO shall have current commercial licenses. For firefighting missions that involve federal lands, the pilots shall also have current permits and approvals (carding) from USFS and BLM for firefighting missions.

7. The WCSO shall notify RFD of the schedule for inspections of any of the helicopters, including other aircraft made available, as provided by the WCSO to the RFD during the term of this Agreement and allow RFD representative to attend the card review procedures. This inspection is for informational purposes and does not impose any form of duty or liability on the RFD to ascertain fitness for purpose or to confirm adequate maintenance has been performed.

8. The WCSO may also supply if available and if requested by the RFD, and for additional cost, necessary supporting equipment for the helicopter, including but not limited to, an approved fuel-servicing vehicle sufficient to sustain eight (8) hours of helicopter flight under firefighting conditions. The fuel-servicing vehicle may be inspected by the RFD and WCSO shall comply with all fire, vehicle and other applicable codes related thereto. This inspection is for informational purposes and does not impose any form of duty or liability on the RFD to ascertain fitness for purpose or to confirm adequate maintenance has been performed.

9. Any helicopter supplied pursuant to this Agreement shall be operated in accordance with the "Interagency Helicopter Operations Guide" (IHOG).

10. The RFD shall provide a helicopter manager, either a RFD employee or through a cooperative agreement with another agency, anytime a helicopter is requested from the WCSO under the terms of this Agreement.

B. Operations

1. The RFD shall appoint a designated helicopter manager for all operations for which a helicopter is requested pursuant to this Agreement. The helicopter manager shall be responsible for the administrative and tactical functions of the aircraft. Although the RFD may select a helicopter manager based on its own selection criteria, the RFD will consult with the WCSO regarding the Selection.

2. The helicopters subject to this Agreement will primarily be based at the Reno-Stead Airport. The helicopter may be based at alternative locations at the WCSO's sole discretion.

3. The RFD may have interagency and cooperative-agreements with other local, state and federal agencies and may dispatch the helicopter to supply automatic and mutual aid pursuant to contracts with those agencies. The WCSO consents to the use by the RFD of the WCSO personnel and equipment designated in this Agreement pursuant to those agreements for wildland fire monitoring and suppression activities within the County of Washoe. Operations for such purposes outside of Washoe County may not be undertaken without the prior written approval by the WCSO Assistant Sheriff of Operations - or a higher member of the WCSO Command Staff - which approval or denial shall be at the sole discretion of the WCSO. In any event such operations shall not exceed twenty (20) nautical miles beyond the Washoe County boundary lines.

4. In the event that a WCSO helicopter is not available for a response to a RFD request for a fire monitoring or suppression mission due to being utilized by another agency for fire monitoring or suppression, it will be the responsibility of the RFD and the Incident Commander of the fire in which the helicopter is already working, to determine which fire should receive priority for air support.

5. Further operational and related details concerning the parties' performance under this Agreement in regard to said Aircraft and Equipment are set forth in the parties' Aviation Fire Suppression Program Operational Plan 2009 ("Operating Plan") executed contemporaneously herewith. The terms and conditions of this Agreement shall govern and resolve any conflicts between the Operating Plan and this Agreement.

C. Availability As follows:

1. During the Fire Season, and during the duration of this Agreement, the helicopter may be requested at anytime, for the purposes of responding to the initial attack of wildland fires. The WCSO will make a reasonable effort to provide the helicopter when requested; however a response will not be guaranteed.

2. The WCSO may provide all necessary support for continuous, uninterrupted operation of the helicopter whenever requested pursuant to the terms of this Agreement. This support may include, but is not be limited to, a staffed fuel truck and other services as requested.

3. The WCSO may, at its sole discretion, when so requested by the RFD, make an additional helicopter (OH-58) available to the RFD for aerial observation. Such additional aircraft is subject to the immediate direction of the WCSO. The RFD may, in its discretion, request such additional aircraft on a call-when-needed basis when the RFD incident commanders request additional firefighting resources. The RFD shall compensate the WCSO for such call-when-needed aircraft in accordance with the terms of this Agreement. A qualified helicopter manager will be assigned to call-when-needed aircraft when available, but shall not delay a response.

5. When the RFD requests the availability of an observation helicopter and it is made available by the WCSO, the RFD acknowledges that such OH-58 helicopters operated by the WCSO are not and will not be "carded" by the USFS or the BLM and therefore its costs do not qualify for reimbursement by FEMA.

6. Except as provided in Section 3 of this Agreement, in the event that other agencies request the use of the WCSO'S aircraft, the use of those aircraft shall be governed by the terms of use established by the WCSO with those agencies.

D. Training

1. All pilots assigned to aircraft under this Agreement shall be trained in the policies, frequency plans and special safety issues of the RFD and Federal firefighting aviation assets. This knowledge may, in the alternative, be gained by attending NDF/USFS/BLM Aviation safety meetings, pre-season inter-agency operations meetings and other such opportunities. The RFD shall make such opportunities available to the WCSO's pilots at no charge, cost or fees for such attendance and participation.
2. WCSO shall train the helicopter manager in the duties and responsibilities of the crew chief at not additional charge, cost or fee for such training other than assessment of the charges and fees designated for use of the WCSO personnel and equipment for such training and operational usage by the RFD of such personnel and equipment.
3. The WCSO'S Aviation Unit manager or his designee and all pilots (based upon availability) assigned to aircraft under this Agreement shall attend a RFD approved pre-season workshop.
4. The WCSO may make its helicopters reasonably available, at the agreed hourly flight rate, for firefighting coordination training of flying crews and helicopter managers.

E. Communications:

1. A morning report shall be transmitted to the Incline, Reno Fire and Minden Dispatch centers within 30 minutes of commencement of daily operations.
2. This report shall include:
 - Status of RAVEN 3 (HH-1H, Huey)
 - Response posture, immediate or stand-by
 - Pilot name
 - Special status changes; i.e., location if not Reno-Stead Airport
 - Other available helicopters
3. The helicopter manager or the pilot shall ensure the following minimum information is obtained before liftoff on a fire mission:
 - Location and name of incident (Latitude and Longitude if available)
 - Command radio frequency
 - ICS ground contact
 - Call-up frequency if different from command frequency
 - Air-to-air frequency if other aircraft are operating

4. At RFD's request, the WCSO personnel who participate in a response may attend any of RFD's meetings to discuss the response to the incident subject to said attendance occurring during such personnel's regular duties days and hours.

F. Payment:

1. Payment for Flight Time: The RFD does not guarantee a maximum or minimum number of flight hours that may be utilized for training and the monitoring and suppression of wildland fires during the term of this Agreement, such usage being subject to the nature and extent of such incident during the term of this Agreement. When the aircraft of the WCSO covered by this Agreement are operating at the request of a RFD, RFD is solely responsible to pay the WCSO as follows:

- For the HH-1H "Huey" the cost per flight hour will be as listed on the Federal "Helicopter Services" chart which is located on the United States Forest Service's Website: http://www.fs.fed.us/fire/contracting/helicopters_cwn/flt_chrt_awarded_2008-2011.pdf. The equivalent aircraft as listed on the chart is the Bell 205A-1++, the rate listed for this aircraft shall be what is charged to the RFD. This chart is subject to periodic changes by the Federal Government. The rate charged to RFD will be the rate that was in effect at the time the helicopter's services were utilized. Flight time shall be accrued and paid in tenths of an hour based upon a battery-activated hour meter and shall include fuel.
- For the OH-58 the cost per flight hour will be as listed on the Federal "Helicopter Services" chart which is located on the United States Forest Service's Website: http://www.fs.fed.us/fire/contracting/helicopters_cwn/flt_chrt_awarded_2008-2011.pdf. The equivalent aircraft as listed on the chart is the Bell 206BII, the rate listed for this aircraft shall be what is charged to the RFD. This chart is subject to periodic changes by the Federal Government. The rate charged to RFD will be the rate that was in effect at the time the helicopter's services were utilized. Flight time shall be accrued and paid in tenths of an hour based upon a battery-activated hour meter and shall include fuel.

2. Support Equipment and Personnel

- a. If a fuel truck is requested by RFD to respond to a fire, the RFD is solely responsible for and shall pay \$37 per hour (\$55 per hour on a holiday) for the driver. RFD shall pay – in addition - \$1.00 per mile from the Reno-Stead Airport to and from any staging area. For any training activities provided to the RFD in which the fuel truck is requested, the rates in this paragraph apply. If more than one fire agency is participating in said

training, RFD shall equally divide these costs with the participating fire agencies. These rates include fuel.

- b. The WCSO Aviation Unit Manager or his designee shall prepare, during each month in which services were rendered under the terms of this Agreement, a month-end accounting of those services and the associated costs in accordance with this Agreement. A copy of the accounting worksheet shall accompany the invoice sent by the WCSO Finance Liaison Officer to the RFD.
- c. The RFD shall remit to the WCSO full payment within 30 days of receipt of the invoice, which payment shall be by a check made out to the Washoe County Sheriff's Office, RAVEN program.

4. **ADMINISTRATION:** The RFD Chief and the Washoe County Sheriff shall be responsible for the administration of this Agreement. Each party to this Agreement represents to the other that it has sufficient resources and/or other agreements to perform the covenants, terms and conditions set-forth hereunder. The terms of this Agreement may be modified only by written agreement of the parties hereto.

5. **EMPLOYMENT STATUS:** The WCSO and the RFD individually shall, during the entire term of this Agreement, be construed to be independent contractors and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship between employees of any of the parties hereto. Except as expressly provided in this Agreement, the WCSO shall be responsible for management of and costs associated with the WCSO employees, and the RFD shall be responsible for management of and the costs associated with the RFD employees.

6. **ENTIRE AGREEMENT & SEVERABILITY:** This Agreement contains all of the commitments and agreements of the parties. Oral and written commitments not contained herein shall be of no force or effect to alter any term of this Agreement. In the event any one or more of the terms, sentences, paragraphs, or provisions contained herein shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other terms, sentences, paragraphs or provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Notwithstanding the foregoing, the City of Reno retains any and all contractual rights it may have in any agreement, including but not limited to, agreements for mutual and automatic aid.

7. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile 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.

8. INSPECTION & AUDIT.

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

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

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

9. LIABILITY OF PARTICIPATING AGENCIES

A. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, each participating agency agrees to indemnify, hold harmless and defend the other participating agencies, their officers, employees and agents from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful act or omissions of the participating agency, its officers, employees and agents arising out of the performance of this Agreement. Each agency may assert all available defenses, including but not limited to the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

B. Each participating agency shall be responsible for, and the other agencies shall have no obligations with respect to the following:

1. Withholding income taxes, FICA or any other taxes or fees

2. Industrial insurance
3. Participation in any group insurance plans available to employees
4. Participation or contribution by either the employing agency or the participating agencies to the Public Employees Retirement System
5. Accumulation of vacation leave or sick leave
6. Unemployment compensation coverage provided by the participating agencies

C. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless from liability for damages, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. The employing agency's employees, agents, or representatives shall not be considered employees, agents or representatives of other participating agencies. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

D. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless for damage, or from liability for damages, resulting from the use of another agencies' equipment or vehicle while acting in official capacity in furtherance of this agreement. This excludes liability for damages arising from mechanical or other defects with the equipment or vehicles, for which the owning agency shall be responsible. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

10. **WORKER'S COMPENSATION.** For the limited purpose of the exclusive remedy set forth in NRS 616A.020, all parties shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS 617 each party shall provide such benefits to its own employees at its own expense. The parties waive any indemnification provision with respect to such industrial injuries or occupational diseases.

11. **GOVERNING LAW; JURISDICTION.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Second Judicial District Court of the State of Nevada for interpretation and enforcement of this Agreement.

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

IN WITNESS THEREOF, the parties hereto have approved this Agreement and have caused this Agreement to be executed by their respective officers on the date next to the signatures.

CITY OF RENO

COUNTY OF WASHOE

BY: _____
ROBERT A. CASHELL, SR. MAYOR

By: David E. Humke
DAVID E. HUMKE, CHAIR

DATE: _____

DATE: 7/14/09

Approved as to form:

City Attorney's Office

ATTEST:

Chief Deputy Clerk

ATTEST:

Amy Harvey
County Clerk

**INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING,
MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT**

**OPERATIONAL PLAN
2009**

The intent of this operational plan is to provide guidance to the Washoe County Sheriff's Office (WCSO) Aviation Unit (RAVEN) and those regional fire protection districts and departments whom desire to utilize RAVEN's helicopter in a fire suppression role. Those helicopters include the HH-1H "Huey" for direct fire suppression via a belly mounted water tank and/or the deployment of hand crews to attack the fire from the ground. Also available is the OH-58 which may be used for aerial observation, day or night, utilizing the Forward Looking Infrared camera, to assess the fires and assist in the deployment of resources.

Ensuring that all Washoe County Sheriff's Office aircraft respond and operate safely, efficiently and effectively on wildland fires that occur within Washoe County is a high priority.

In accomplishing this objective, the Washoe County Sheriff's Office, the Washoe County Fire Services Coordinator, Sierra Fire Protection District, Truckee Meadows Fire Protection District, Reno Fire Department and the North Lake Tahoe Fire Protection District shall share responsibility of ensuring that interagency communication, cooperation, and management is in accordance with this operational plan.

STANDARD OPERATING GUIDELINES

PURPOSE

This Operational Plan has been developed in an effort to increase the effectiveness and cooperation between all of the agencies that currently provide fire suppression resources within the region and all Federal, State and Local fire departments and fire protection districts that could request Washoe County Sheriff's Office operated fire suppression aircraft. The purpose of this Operational Plan is to ensure that the highest level of aerial fire suppression services is provided to the public during routine and emergent inter-agency operations. This Operational Plan applies specifically to air operations and does not supersede or augment any other existing agreements between any of the affected agencies. This Operational Plan is intended for use during wildland fires involving Washoe County Sheriff's Office operated air resources and related ground support and the above mentioned fire departments and fire protection districts. Nothing in these guidelines are intended to supersede any agency or jurisdictional charter or obligations. This Operational Plan is intended to be a guideline only and is intended to control the conduct of the parties as far as practical given the nature of the specific incident. This Operational Plan is an exhibit to the Interlocal Agreement - Raven Fire Training, Monitoring and Suppression Personnel and Equipment ("Interlocal Agreement"), and if there should be any conflict between the terms of the Interlocal Agreement and this exhibit, the terms and conditions of the Interlocal Agreement shall control.

SCOPE

These Guidelines provide an understanding and common approach to regional air operations dispatch, operational and management issues during inter-agency incidents. It is understood that emergency incidents are dynamic events and that some situations will cause Incident Commander's (IC) and other fire officers to use alternate procedures. Specific operations dispatch and management protocols are referenced and contained within this Operational Plan.

GENERAL GUIDELINES

Personnel from each agency involved in any or all aspects of regional air operations and/or related ground support shall adhere, as far as practical, to the following:

COMMAND, CONTROL & COMMUNICATIONS

1. Overall command of incident aircraft will be assumed by the jurisdictional Incident Commander (IC). However, during initial attack fire responses, an aircraft may arrive on-scene prior to the arrival of emergency crews. Upon an aircraft's initial arrival, aircrews should immediately assess the incident situation and advise the Incident Commander (IC) and/or the jurisdictional dispatch center if additional air resources are recommended.
2. When responding to wildland fires and other aircraft are already at scene, fire suppression aircraft shall check-in with the aircraft responsible for controlling the airspace prior to entering the operational airspace. All fire suppression aircraft shall wait for an assignment from the aircraft responsible for controlling the airspace prior to assuming any mission responsibilities in accordance with the Inter-Agency Helicopter Operations Guide (IHOG) operational procedures.
3. All fire suppression aircraft and pilots that are operating during a fire that is being operated by a federal agency will be carded and approved by either the U.S. Forest Service (USFS) or the U.S. Interagency aerial fire fighting operations will be consistent with Washoe County's current Standard Operating Procedure regarding firefighting operations as well as the IHOG.
4. Agency requests for fire suppression aircraft shall be processed through the Washoe County Sheriff's Office Incline Dispatch Center and/or the Reno Fire Dispatch Center or as otherwise directed by the incident commander. The respective dispatch will process the request for aircraft (RAVEN 3) as outlined under the "Dispatch Guidelines" section of this operations plan.
5. All pilots or responsible aircrew members shall communicate and coordinate their actions with the fire suppression aircraft responsible for controlling the airspace and any other participating aircraft. Position reports will be given throughout the incident in order to facilitate safety and enhance resource efficiency.

FIRE SUPPRESSION AIRCRAFT COORDINATION

During wildland fire suppression operations where the need for airspace coordination has been identified and an Air Operations Branch Director (AOBD), Air Tactical Group Supervisor (ATGS) or

a Helicopter Coordinator (HLCO) has been assigned; all regional agencies agree that the AOBD, ATGS and/or HLCO are responsible for the following:

1. Determining the number and type of aircraft operating within the area of assignment.
2. Surveying the assigned incident area to determine the situation, aircraft hazards and other potential problems.
3. Coordinating aircraft operations with the pilots, aircrews, Air Operations Branch Directors (AOBD), Incident Commanders (IC), Operations Section Chiefs (OSC), Air Tanker/Fixed Wing Coordinators (ATCO), Air Tactical Group Supervisors (ATGS), Helicopter Coordinators (HLCO) and helicopter takeoff and landing controllers as the situation dictates.
4. Coordinating the use of assigned air-to-ground and air-to-air communications frequencies with the fire suppression aircraft responsible for controlling the airspace, the communications unit or the jurisdictional agency communications center.
5. Ensuring that all assigned aircraft know the appropriate operating radio frequencies.
6. Coordinating geographical areas for helicopter and air tanker operations with the fire suppression aircraft responsible for controlling the airspace and making assignments.
7. Determining and implementing air safety requirements and procedures.
8. Receiving assignments, briefing pilots, assigning missions, and supervising helicopter and air tanker activities
9. Informing the aircraft responsible for controlling the airspace when the mission is completed and reassigning the aircraft as directed.
10. Requesting assistance or equipment as required.
11. Immediately reporting incidents or accidents to the IC, OSC, or AOBD and the fire suppression aircraft responsible for controlling the airspace, if applicable.

The roles, duties, and responsibilities of the AOBD, ATGS, ATCO, and the HLCO are listed in the Incident Command System (ICS) Publication, ICS 420-1 Field Operations Guide (FOG) Operational Systems Description.

DISPATCH GUIDELINES

The most advantageous and efficient use of fire suppression aircraft is in the initial attack stage of new fires. Consistent with the concept of primary use of aircraft for initial attack; aircraft will be dispatched and/or diverted to new fires based on the Incident Commanders' threat assessments with the highest priority being given to the risks to life and property. Re-assignment will be coordinated between the respective IC's for the fires. The intent of the Washoe County Sheriff's Office Fire Suppression Program is for the initial attack of WILDLAND fires; its use for extended operations or on structures shall require the approval of the Sheriff or his designee.

REQUESTS FOR FIRE SUPPRESSION AIRCRAFT

1. Agency requests for fire suppression aircraft shall be processed through the Washoe County Sheriff's Office Incline Dispatch Center, Reno Fire Dispatch, or as designated by the Incident Commander. If a RAVEN aircraft is already airborne the notification will be via the 800MHz radio system. If not, then the Incline Dispatch Center will immediately page the RAVEN all call group with the verbiage "RAVEN requested for fire mission, Aircraft Dispatch sheet to follow." Incline Dispatch will then fax an "Aircraft Dispatch" sheet to the RAVEN hangar with the following information:
 - Date
 - Time
 - Descriptive Location of fire (Latitude and Longitude if available)
 - RAVEN 3 HH-1H annotated in the "Other Aircraft" block
 - Command radio frequency
 - ICS ground contact
 - Air-to-ground frequency if different from command frequency
 - Air-to-air frequency if other aircraft are operating
 - Known hazards
2. If the designated Dispatch Center does not make positive contact with the designated fire pilot or his designee within 5 minutes of being paged, a follow-up phone call will be made to the RAVEN hangar, or to the designated pilot's cell phone.
3. In order to provide proper coordination with other potential air assets responding to the fire, the Designated Dispatch Center will fax the same Aircraft Dispatch sheet to the Minden Interagency Dispatch Center.
4. If the Washoe County Sheriff's Office fire suppression aircraft becomes unavailable during the times agreed upon in the inter-local agreement, the same agencies and personnel that receive the daily status report shall be notified.

COMMUNICATIONS

1. A morning report shall be transmitted to The Incline and Minden Dispatch Centers and The Battalion Chief for each fire agency within 30 minutes of commencement of daily operations. This report shall include:
 - Status of RAVEN 3 (HH-1H, Huey)
 - Response posture, immediate or standard availability
 - Pilot name and cell phone number
 - Special status changes; i.e., location if not Reno-Stead Airport
 - Other available RAVEN helicopters
2. The helicopter manager or the pilot shall ensure the following minimum information is obtained before liftoff on a fire mission:
 - Location and name of incident (Latitude and Longitude if available)

- Command radio frequency
- ICS ground contact
- Air-to-ground frequency if different from command frequency
- Air-to-air frequency if other aircraft are operating
- Known hazards

3. All RAVEN aircraft dispatched for fire suppression or support missions shall follow the communications plan as outlined in the IHOG, Chapter 4. Flight Follow, Resource Track and Communication
4. Initial contact between the Incident Commander and the responding Air Attack will be done on the designated frequency above.
5. Fire suppression aircraft will not enter into operational airspace outlined in the National Fire Traffic Area policy, until air-to-air communications, have been established with the aircraft controlling the airspace.
6. The Air Tactical Group Supervisor (ATGS) and helicopter communication capabilities may include:

VHF-AM Aircraft Radio Band	118 MHz to 135 MHz
VHF-FM High Frequency Band	138 MHz to 175 MHz

Monitoring and Evaluation

A monitoring and evaluation process will be employed to ensure the Washoe County Air Operations Program maintains the highest level of safety and efficiency. This process will involve those individuals who work directly with said aircraft, including but not limited to Air Tactical Group Supervisors, Air Attack Base Managers, Fire and Aviation Dispatchers, Incident Commanders, Operations Section Chiefs, Air Operations Branch Directors, and pilots of firefighting aircraft. Post-Incident After-Action Reviews and designated evaluation forms for ground, air, and communication centers will be the primary sources of information gathering. The current Operational Plan shall be considered a living document and may be updated at any time with the approval of the involved agency signatories. As an attachment to the Interlocal Agreement, this Operational Plan may be modified on an operational level, provided that in regards to the City of Reno and Truckee Meadows Fire Protection District: (1) the amendment does not increase costs or affect any other term and condition of the Interlocal Agreement; (2) the amendment be in writing duly executed by authorized representatives of each of the parties; (3) the amendment be approved for legal implications by each agency's legal counsel; and (4) prior to being effective, the amendment be provided to the Clerk or other authorized position that retains the official records of the applicable agency. Until revisions or amendments have been approved the current Operational Plan will remain the guiding document.

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING,
MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

OPERATIONAL PLAN
2009

The parties hereto have approved this Agreement and have caused this Agreement to be executed by their respective officers on the date next to the signatures.

Michael Haley, Sheriff, Washoe County Sheriff's Office

Date

Kurt Latipow, Fire Services Coordinator, Washoe County

Date

Mike Greene, Chief, Sierra Fire Protection District

Date

Mike Brown, Chief, North Lake Tahoe Fire Department

Date

Paul Wagner, Fire Chief, Reno Fire Department and Truckee
Meadows Fire Protection District

Date

HELICOPTER SERVICES
 HOURLY FLIGHT RATES, FUEL CONSUMPTION, AND WEIGHT REDUCTION CHART EFFECTIVE
 FEBRUARY 16, 2009
 FOR CONTRACTS AWARDED 2008- 2011 (CWN/Exclusive Use)
 (CORRECTED)

COMPANY	AIRCRAFT TYPE	FUEL CONSUMPTION (gal/hr)	FEBRUARY 16, 2009 HOURLY FLIGHT RATE (\$/HR)	LOAD CALCULATION Weight Reduction (lbs)
AGUSTA WESTLAND	AW 119 KOALA	55	\$1,058.00	230
	AW 139	129	\$2,112.00	NOT ESTABLISHED
	EH 101	211	\$4,183.00	NOT ESTABLISHED
AM. EUROCOPTER	SA-315B	58	\$1,522.00	180
	SA-315B	58	\$1,522.00	170
	SA-318C	45	\$1,395.00	80
	SA-319B	45	\$1,407.00	150
	AS-330J	178	\$3,813.00	N/A
	AS-332L1	150	\$3,787.00	N/A
	SA-341G	45	\$1,376.00	170
	AS-350B/350BA	45	\$975.00	130
	AS-350B-1	45	\$978.00	160
	AS-350B-2	48	\$992.00	160
	AS-350B-3	50	\$1,049.00	175
	AS-350D	38	\$950.00	130
	AS-355F-1/355F-2	58	\$1,199.00	140
	AS-365N-1	87	\$1,825.00	275
	EC-120	31	\$757.00	NOT ESTABLISHED
	EC 130-B4	53	\$991.00	NOT ESTABLISHED
	EC-135	64	\$1,235.00	
	EC 145	80	\$1,524.00	NOT ESTABLISHED
	EC 165B1	95	\$2,025.00	NOT ESTABLISHED
	EC 225	183	\$3,523.00	NOT ESTABLISHED
BELL:	477SOLOY	23	\$512.00	120
	204B (UH-1 Series)	85	\$1,483.00	200
	204 Super B	80	\$1,524.00	200
	205A-1	88	\$1,506.00	200
(CORRECTED)	205A-1	88	\$1,506.00	200
	205B-II	25	\$743.00	130
	205B-III	27	\$785.00	130
	208L-1	32	\$895.00	150
	208L-3	38	\$932.00	180
	208L-4	38	\$76.00	180
	210	60	\$1,541.00	260
	212	100	\$1,765.00	390
	214B	160	\$2,300.00	380
	214B1	145	\$1,160.00	380
	214ST	133	\$2,100.00	420
	222A	70	\$1,895.00	NOT ESTABLISHED
	222B	83	\$1,770.00	NOT ESTABLISHED
	222UT	83	\$1,770.00	NOT ESTABLISHED
	407	44	\$1,025.00	155
	412	70	\$1,825.00	390
	412HP	110	\$1,500.00	390
	UH-1B	65	\$1,453.00	N/A
	UH-1B Super	65	\$1,481.00	N/A
	UH-1F	88	\$1,481.00	N/A
	UH-1H (-13 engine)	88	\$1,481.00	N/A
	UH-1H (-17 engine)	90	\$1,521.00	N/A
	UH-1E	88	\$1,481.00	N/A
BOMBING:	BV-10	180	\$3,615.00	N/A
	BV-20	405	\$6,495.00	N/A
HILLER:	H-1100	21	\$591.00	90
	H-1100	22	\$768.00	130
	H-1250	23	\$573.00	100
KAMAN:	K-105	85	\$1,481.00	N/A
	K-105	85	\$1,625.00	N/A
MBB:	M-105CBS	58	\$1,178.00	180
	MK 117	77	\$1,659.00	160
McDONNELL-DOUGLAS:	M-105	23	\$768.00	110
	500S/E	28	\$783.00	120
	520N	32	\$817.00	100
	530F	34	\$874.00	120
	600N	41	\$958.00	155
	600/902	69	\$1,336.00	210
SIKORSKI:	CH 53D	425	\$6,331.00	N/A
	CH 54/S 64	525	\$8,626.00	N/A
	S-55T	47	\$1,093.00	170
	S-58D/E	83	\$1,572.00	N/A
	S-58T/PT6T-3	115	\$2,046.00	400
	S-58T/PT6T-6	115	\$2,046.00	460
	S-61N	170	\$3,433.00	550
	S-62A	70	\$1,280.00	300
	S-70	160	\$3,278.00	N/A
	S-76C+	80	\$1,835.00	NOT ESTABLISHED
	S-92	178	\$2,867.00	NOT ESTABLISHED
AVERAGE GALLON PRICE:		JET FUEL:	\$4.42	

FOR REFERENCE ONLY

RESOLUTION

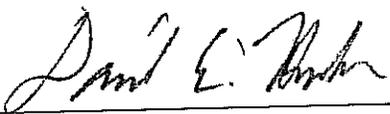
A RESOLUTION PURSUANT TO NRS 278.0272(7) TO SPONSOR AN AMENDMENT TO THE 2007 TRUCKEE MEADOWS REGIONAL PLAN TO INCLUDE APN 087-390-13 (243.02 ACRES) IN THE WASHOE COUNTY PORTION OF THE TRUCKEE MEADOWS SERVICES AREA (TMSA) PURSUANT TO POLICY 1.1.7.3 OF THE 2007 TRUCKEE MEADOWS REGIONAL PLAN.

- WHEREAS, Nevada Revised Statutes 278.0272(7) provides that a local government may sponsor amendments to the Truckee Meadows Regional Plan; and
- WHEREAS, Policy 1.1.7 of the Truckee Meadows Regional Plan provides procedures for amendment and expansion of the Truckee Meadows Services Areas depicted on Map 1 of the Regional Plan; and
- WHEREAS, Policy 1.1.7.3 of the Truckee Meadows Regional Plan provides an allocation of 640 acres to Washoe County and each jurisdiction for “development flexibility”; and
- WHEREAS, Lands anticipated to be served with municipal services during the term of the Regional Plan are placed within the Truckee Meadows Services Area and lands outside of the Truckee Meadows Services area may not be subdivided into parcels of less than 5 acres; and
- WHEREAS, Parcel number APN 087-390-13 is anticipated to be part of a unified development that the owners wish to develop within Washoe County adjacent to and compatible with existing Silver Knolls and according to agreements between the landowner and residents; and
- WHEREAS, Said parcel is currently within the corporate limits of the City of Reno and is the subject of a detachment application to come before the Reno City Council and said detachment is recognized in the North Valleys Area Plan adopted by the Board of County Commissioners; and
- WHEREAS, The application of Washoe County TMSA to said parcel will create a contiguous connection of said parcel to existing Washoe County TMSA and allow development of a unified development under one set of regulations; and
- WHEREAS, Amendment of the Truckee Meadows Regional Plan and its related Truckee Meadows Services Area depicted on Map 1 is necessary to accomplish the aforementioned objectives.

(continued on following page)

NOW, THEREFORE, BE IT RESOLVED that the Washoe County Board of County Commissioners does hereby sponsor an amendment pursuant to NRS 278.0272(7) to the 2007 Truckee Meadows Regional Plan to include APN 087-390-13 (243.02 acres) in the Washoe County Portion of the Truckee Meadows Services Area (TMSA) pursuant to Policy 1.1.7.3 of the 2007 Truckee Meadows Regional Plan.

ADOPTED this 14th day of July, 2009.



David E. Humke, Chairman

ATTEST:



Amy Harvey, County Clerk

RESOLUTION – Authorizing the Grant of Public Money to a Private Nonprofit Organization

WHEREAS, NRS 244.1505 provides that a board of county commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county and that a board may make a grant of money to a private organization, not for profit, to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that a certain amount of money is available for fiscal year 2009-2010 for community support grants, which grants will provide a substantial benefit to the inhabitants of Washoe County and which are made to private nonprofit organizations; now, therefore, be it

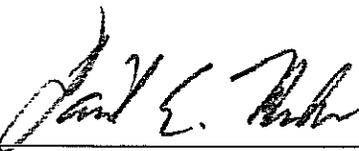
RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Saint Mary's Foundation- Kids to Senior Korner a private, nonprofit organization, a grant for fiscal year 2009-2010 in the amount of \$31,553 (Community Support).
2. The purpose of the grant is to provide support for the Kids to Senior Korner program through the use of a mobile unit that provides onsite healthcare and social services. Kids to Senior Korner links vulnerable children, families and seniors with direct services and community resources to increase their quality of life.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are set forth in the Grant Program Contract.

Adopted this 14th day of July 2009

ATTEST:


County Clerk



David E. Humke, Chairman
Washoe County Commission

RESOLUTION – Authorizing the Grant of Public Money to a Private Nonprofit Organization

WHEREAS, NRS 244.1505 provides that a board of county commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county and that a board may make a grant of money to a private organization, not for profit, to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that a certain amount of money is available for fiscal year 2009-2010 for community support grants, which grants will provide a substantial benefit to the inhabitants of Washoe County and which are made to private nonprofit organizations; now, therefore, be it

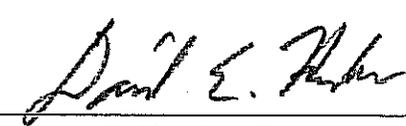
RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to C*A*R*E Chest, a private, nonprofit organization, a grant for fiscal year 2009-2010 in the amount of \$11,401 (Community Support).
2. The purpose of the grant is to provide support for diabetes supplies and medications and durable medical supplies.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are set forth in the Grant Program Contract

Adopted this 14th day of July 2009

ATTEST


County Clerk


David E. Humke, Chairman
Washoe County Commission

gk(c)

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, Nevada 89706
(775) 684-4400
Fax: (775) 684-4455

and

Washoe County Department of Juvenile Services
PO Box 11130
Reno, Nevada 89520
(775)325-7801
Fax: (775) 325-7922

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

WHEREAS, it is deemed that the services of **Washoe County Department of Juvenile Services** hereinafter set forth are both necessary to [AGENCY NAME] and in the best interests of the State of Nevada;

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective upon approval **July 1, 2009 to June 30, 2011**, 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:

ATTACHMENT A: Request for Proposal

09-771

ATTACHMENT B: Request for Proposal Response

ATTACHMENT C: Fiscal Procedures

ATTACHMENT D: Contractor Confidentiality Agreement

7. **CONSIDERATION.** Washoe County Department of Juvenile Services agrees to provide the services set forth in paragraph (6) at a cost of \$ 56,500.23 per quarter with the total Contract or installments payable: **Upon submittal of a Request for Funds Quarterly Reports reviewed by the Division**, not exceeding \$ 452,001.90. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. **INSPECTION & AUDIT.**

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

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

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

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

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

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

13. **INDEMNIFICATION.**

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

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying

party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

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

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

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

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

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

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

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

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

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

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

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

Washoe County Department of Juvenile Services
Public Agency #1

David E. Miller
Public Agency #1 Signature

7/14/09 Chairman
Date Title

State of Nevada, Department of Health and Human Service, Division of Child and Family Services
Public Agency #2

Signature – Diane J. Comeaux

Date Administrator, Division of Child and Family Services
Title

Signature – Michael J. Willden

Date Director, Department of Health & Human Services
Title

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On _____
(Date)

Deputy Attorney General for Attorney General, State of Nevada

On _____
(Date)

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 HEALTH CARE FINANCING AND POLICY

1100 E. William Street, #108
Carson City, Nevada 89701
Phone: (775) 684-3636 Fax: (775) 684-3799

and

Washoe County

PO Box 11130
Reno, Nevada 89520-0027
Phone: (775) 785-5641 Fax: (775) 785-5640

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

WHEREAS, it is deemed that the services of Washoe County hereinafter set forth are both necessary to the Division of Health Care Financing and Policy (DHCFP) and in the best interests of the State of Nevada;

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective July 1, 2009 to June 30, 2013, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 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:
ATTACHMENT A: SCOPE OF WORK
7. **CONSIDERATION.** The County agrees to provide the services set forth in paragraph (6) at a cost of \$1,500,000.00 (One Million Five Hundred Thousand Dollars) per year OR an amount determined by DHCFP pursuant to NRS 422.382 with the total Contract or installments payable: as set forth in Attachment A, not exceeding \$6,000,000.00 (Six Million Dollars). Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

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

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

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

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

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

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

13. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

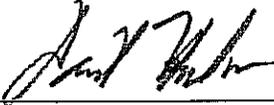
21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

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

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

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

Washoe County Commission



David Humke

7/14/09
Date

Chairman
Title

Department of Health and Human Services
Division of Health Care Financing and Policy

Charles Duarte

Administrator

Date

Title

Michael J. Willden

Director

Date

Title

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On _____

(Date)

Deputy Attorney General for Attorney General, State of Nevada

On _____

(Date)

**ATTACHMENT A
SCOPE OF WORK**

1. This Contract is undertaken between the Department of Health and Human Services, Division of Health Care Financing and Policy (DHCFP) and Washoe County (County) in an effort to provide a means by which funds allocated by County for certain indigent services can be combined with federal matching funds for persons eligible for Medicaid or other indigent individuals in Nevada. Nothing contained in this contract is intended to diminish the scope and quality of medical services provided to individuals qualified by eligibility standards adopted by County.
2. DHCFP and County, by joining in this contract, agree that existing medical coverage and services to individuals will be maintained in a manner so as to prevent the transfer of responsibility for medical care for such individuals from the State of Nevada to any county government in the State.
3. The parties agree that the services or activities to be performed are as follows:
 - a. County shall pay to DHCFP the lesser of ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) per year or an amount determined by DHCFP pursuant to NRS 422.382. Payment shall be made in sixteen (16) quarterly payments as determined by DHCFP. The payment for each quarter shall be due no later than the 30th day of the first month of each quarter (July 30, October 30, January 30 and April 20). The source of funds for the payment must be in accordance with section 3 of NRS 422.382.
 - b. In consideration of the payments specified above, DHCFP shall waive the County's obligation to pay for medical treatment for indigent inpatients pursuant to NRS 428.010, NRS 428.030 and NRS 450.500, for those indigent inpatients that are treated at Renown Medical Center. This Contract does not affect the County's obligation to fund the Indigent Accident Fund pursuant to NRS 428.185 or the Supplemental Account pursuant to NRS 428.305.
 - c. County shall make the determination of eligibility for medical and financial assistance pursuant to NRS 428.012. County may use such forms as it deems appropriate for such determinations. County will make such reports for this purpose as may be prescribed by DHCFP.
4. Nothing in this contract shall be construed in such a manner as to limit the ability of county to determine eligibility for medical and financial assistance to indigent persons in accordance with NRS 428.015.
5. The parties agree that all services rendered under this contract shall be provided in compliance with the Federal Civil Rights Act of 1964, the Americans with Disabilities Act, as amended, and no person shall be unlawfully denied service on the grounds of age, race, gender, creed, color, national origin, or disability.

ATTACHMENT A
SCOPE OF WORK

6. The parties hereby agree that all information regarding individuals receiving services as a result of this contract is and shall remain confidential, and shall not be disseminated by any party except for purposes directly related to the provision of services under this contract pursuant to NRS 428.045(3).
7. The parties must expend and account for contract funds in accordance with applicable federal regulations. Fiscal control and accounting procedures must be sufficient to:
 - a. permit the tracing of funds to a level of expenditure adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable contract or regulatory requirements and statutes; and,
 - b. provide information pertaining to the actual cost of making eligibility determinations pursuant to NRS 428.015 and this contract.
8. The parties shall comply with all applicable local, state and federal laws in carrying out the obligations of this contract, including all federal and state accounting procedures and requirements.



RESOLUTION

WHEREAS, The decennial Census is required by Article 1, Section 2 of the Constitution of the United States of America; and

WHEREAS, The Census presents a once-a-decade snapshot of the population and changing demographics of every community in the state; and

WHEREAS, The residents of Washoe County have a tremendous amount to gain through the Census process, given the need to accurately and completely assemble an accurate picture of the county's continued development; and

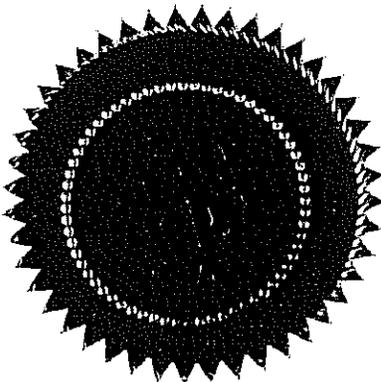
WHEREAS, Congressional reapportionment, representation in the Nevada State Legislature, and the allocation of per-capita dollars are at stake in this process; and

WHEREAS, A recent analysis by the Nevada State Data Center and Legislative Counsel Bureau indicate that every Nevadan missed by the Census reflects \$917 in lost per-capita federal funding per year, making clear the enormous stakes in this process; and

WHEREAS, Businesses, community groups, and governments throughout the state are coming together over the next twelve months to form Complete Count Campaigns and to educate their fellow Nevadans on the importance of participation and the multitude of job opportunities the Census represents;

NOW, THEREFORE, BE IT RESOLVED that the County Commission of Washoe County hereby proclaims full support and participation in Nevada's Census 2010 Campaign and will collaborate in statewide efforts for developing the Nevada Complete Count Campaign.

ADOPTED this 14th day of July, 2009.



A handwritten signature in cursive script, reading "David E. Humke".

David E. Humke, Chairman