

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

TUESDAY

2:00 P.M.

MAY 26, 2009

PRESENT:

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

**Amy Harvey, County Clerk**  
**John Berkich, Assistant County Manager**  
**Melanie Foster, Legal Counsel**

The Board convened at 2:00 p.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.

**09-529      AGENDA ITEM 3**

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

Sam Dehne discussed his background and asked that the Sheriff’s Office, District Attorney’s Office, and the Judges be given everything they asked for in this agenda.

**2:04 p.m.**      Commissioner Weber arrived at the meeting

**09-530            AGENDA ITEM 4**

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

John Berkich, Assistant County Manager, noted Agenda Item 16, Introduction of an Ordinance revising water rates, was pulled from the agenda to hold public meetings as directed by the Board.

Commissioner Larkin requested an update on the Court Master Plan.

Chairman Humke discussed how the Secretary/Treasurer of a condominium development encountered a delay in getting the required County Health Department permit for pool drains while trying to get its pool up and running for the season. He asked people be patient because staff was working to reduce the backlog.

**CONSENT AGENDA**

Commissioner Larkin asked that Agenda Items 6B(2) and 6K be removed from the Consent Agenda for separate discussion.

Commissioner Breternitz asked that the expected amount of a bid be included when there were requests for authorizations to go out to bid.

Sam Dehne stated he agreed with Commissioner Breternitz that agenda items should show any relevant financial figures.

**09-531            AGENDA ITEM 6A**

**Agenda Subject: “Approve minutes for the Board of County Commissioners’ regular meeting of January 27, 2009 and joint meetings of February 9 and May 11, 2009.”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 6A be approved.

**09-532            AGENDA ITEM 6B(1)**

**Agenda Subject: “Approve Interlocal Agreement between the County of Washoe and the Washoe County School District for the Joint Use of Professional Services in Conjunction with Building Construction, to provide certain construction management services for the School District [\$50,000 projected increase in**

revenues]; and if approved, authorize Chairman to execute the Interlocal Agreement. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 6B(1) be approved, authorized and executed. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**09-533            AGENDA ITEM 6B(3)**

**Agenda Subject: “Authorize Public Works Department to bid Sparks Library and McGee Center/Kids Kottage Parking Lot Repairs and Maintenance Project. (Commission Districts 2 and 4.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 6B(3) be authorized.

**09-534            AGENDA ITEM 6B(4)**

**Agenda Subject: “Authorize request to bid for janitorial services for the Washoe County Library Group Buildings under one contract. (All Commission Districts.)”**

Regarding Agenda Items 6B(4) and 6B(5), Commissioner Larkin said he understood this request would consolidate 41 separate contracts held by seven vendors into four categories. Dan St. John, Public Works Director, replied that was correct. Commissioner Larkin said he did not see any analysis on what the effect of this consolidation would have on competition. Mr. St. John explained the County only used a few janitorial service firms even though there were many different contracts, which resulted in having many contracts with the same firm and made administration extremely inefficient. He said there were systems in place to track costs by building without needing separate contracts for each building.

Mr. St. John discussed the groups and advised the fourth group would be open to smaller janitorial firms that might want to compete for some of the County’s business. He said staff felt their first priority was to obtain the best possible deal for the County and this was the best way to do so while still maintaining some level of competition.

Commissioner Larkin said he agreed with the need for the administrative efficiencies, but he requested an eye be kept on the competitive forces to make sure a competitor was not excluded because of the groupings. Mr. St. John stated that was why

four groupings were decided on instead of a smaller number. He said staff was on the same wavelength as Commissioner Larkin.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 6B(4) be authorized.

**09-535            AGENDA ITEM 6B(5)**

**Agenda Subject: “Authorize request to bid for janitorial services for the Washoe County Small Business Groups, each group under one contract. (All Commission Districts.)”**

See the discussion above on Agenda Item 6B(4).

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 6B(5) be authorized.

**09-536            AGENDA ITEM 6B(6)**

**Agenda Subject: “Approve request for Road Division to procure road and drainage maintenance materials for Fiscal Year 2009/10 [based on past purchasing activities, materials will exceed \$50,000 annually]; and if approved, direct Purchasing Department to begin procurement process. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 6B(6) be approved and directed.

**09-537            AGENDA ITEM 6C(1)**

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

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 6C(1) be acknowledged.

**09-538**            **AGENDA ITEM 6C(2)**

**Agenda Subject:** “Approve extension and Amendment No. 1 to the Interlocal Agreement (Government Temporary Facility Use Agreement) retroactive October 1, 2008 and ending April 30, 2010, with an automatic one-year renewal to April 30, 2011, between the County of Washoe (Owner) and the City of Reno (User) for the use of 85 N. Edison Way, Units #7, #8 and #9 as a temporary overflow homeless shelter [all utility costs, estimated at \$12,000, associated with the use of 85 Edison Way during the term of this Amendment No. 1 shall be charged to Cost Center 185050 - Washoe County Community Support Fund]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 6C(2) be approved. Amendment No. 1 to the Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**09-539**            **AGENDA ITEM 6D(1)**

**Agenda Subject:** “Authorize Chairman to execute Amendment #1 to the Interlocal Contract between Public Agencies: the County of Washoe, Washoe County Sheriff’s Office (Forensic Science Division) and the State of Nevada (Department of Public Safety, Division of Parole and Probation) for DNA testing of Compact Parole and Probation cases (July 1, 2009 through June 30, 2011) [estimated income \$150 per client]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 6D(1) be authorized and executed. Amendment No. 1 to the Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

**09-540**            **AGENDA ITEM 6D(2)**

**Agenda Subject:** “Accept direct grant award [\$200,000 - no County match] from State of Nevada, Office of Criminal Justice Assistance, Community Orientated Policing Grant, Project No. 08-METH-10, supporting “Fight Crime/Invest in Kids” by Washoe County’s Sheriff’s Office in collaboration with Washoe County Juvenile Services and approve sole source purchase of a Nicolet iN10FTIR Microscope System from Thermo Electron North America LLC [\$55,543.42]; and if all approved, authorize Chairman to execute grant documents and Finance to make necessary budget adjustments. (All Commission Districts.)”

Commissioner Larkin asked Mike Pomi, Juvenile Services Director, to report on the effectiveness of the “Fight Crime/ Invest in Kids” program. Valerie Moser,

Fiscal Compliance Officer, replied Mr. Pomi would have to report to the granting agency on a quarterly basis and that report could also be given to the Board at that time.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 6D(2) be accepted, approved, authorized, and executed.

**09-541            AGENDA ITEM 6D(3)**

**Agenda Subject: “Approve Sheriff’s Security Agreement between the County of Washoe, Washoe County Sheriff’s Office and Lake Tahoe Shakespeare Festival (July 17, 2009 through August 23, 2009), to provide uniformed Deputy Sheriffs for security [estimated security costs \$10,212 to be paid by the Lake Tahoe Shakespeare Festival]; and if approved, authorize Chairman to execute Agreement. (Commission District 1.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 6D(3) be approved, authorized, and executed.

**09-542            AGENDA ITEM 6D(4)**

**Agenda Subject: “Accept Supplemental Grant Award [\$3,000 - no County match required] from Join Together of Northern Nevada, to cover overtime costs related to enforcing underage drinking laws activities, and equipment donation of two Lifelock Intoxilyzers [valued @ \$340 each]; and if all 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 Breternitz, which motion duly carried, it was ordered that Agenda Item 6D(4) be accepted and directed.

**09-543            AGENDA ITEM 6E**

**Agenda Subject: “Approve and certify budgets and special assessments or tax rates for: the Pleasant Valley Groundwater Basin [\$2,500], the Cold Springs Valley Groundwater Basin [\$3,000], the Honey Lake Valley Groundwater Basin [\$2,000], the Lemmon Valley Groundwater Basin [\$11,000], the Truckee Meadows/Sun Valley Groundwater Basin [\$35,000] and a tax rate of \$0.0004, the Washoe Valley Groundwater Basin [\$1,957.12] and the Warm Springs Valley Groundwater Basin**

**[\$4,818.23] as required by NRS 534.040 to fund the budgets of the water basins and distribution systems administered by the State Engineer as requested by Nevada Department of Conservation and Natural Resources; and if approved, authorize Washoe County Clerk to execute same--Finance. (All Commission Districts.)”**

There was no public comment on this item.

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

**09-544            AGENDA ITEM 6F**

**Agenda Subject: “Reappoint Randi Thompson (Commission District 2) to the Reno-Tahoe Airport Authority, with a term to expire July 1, 2013. (All Commission Districts.)”**

In response to the call for public comment, Sam Dehne said he was not opposed to this appointment, but he felt someone should be appointed to the Reno-Tahoe Airport Authority that had an aviation background.

Randi Thompson, Reno-Tahoe Airport Authority said Mr. Dehne’s aviation background was why the Reno-Tahoe Airport Authority listened to Mr. Dehne when it came to aviation issues. She advised she would be back this quarter with an update on the airport’s activities.

Commissioner Breternitz requested an update on the Reno-Tahoe Airport.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 6F be approved.

**09-545            AGENDA ITEM 6G**

**Agenda Subject: “Accept 2010 State Emergency Response Commission Grant [\$33,994]; and if accepted, authorize Chairman to execute a Resolution to subgrant funds to other governments and nonprofits which make up the Local Emergency Planning Committee (LEPC) and authorize the County Manager, or her designee, to sign Contracts and/or Memorandums of Understanding with local LEPC members and direct Finance to make appropriate Fiscal Year 2010 budget adjustments--Management Services/Emergency Management. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 6G be accepted,

authorized, directed, and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**09-546            AGENDA ITEM 6H**

**Agenda Subject: “Accept donation of MagniSight Explorer MTQ2021SC Closed-Circuit Television for the Visually Impaired [estimated market value \$2,000] from Mr. Tony Steiner for use at the Spanish Springs Library--Library. (Commission District 4.)”**

There was no public comment on this item.

John Berkich, Assistant County Manager, said the County appreciated the donation of the equipment by Mr. Tony Steiner, which was the first of its kind to be available at the Washoe County libraries. Chairman Humke also thanked Mr. Steiner for the donation.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 6H be accepted.

**09-547            AGENDA ITEM 6I(1)**

**Agenda Subject: “Approve roll change requests for adjustment for destruction of property, typographical, and clerical errors in the 2008/09, 2007/08, 2006/07, 2005/06 Personal Property Tax Rolls; and if approved, authorize Chairman to execute Order for same [cumulative amount of reduction in tax revenue \$82,996.92]. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 6I(1) be approved, authorized, and executed.

**09-548            AGENDA ITEM 6I(2)**

**Agenda Subject: “Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2008/2009, 2007/2008, 2006/2007, secured and unsecured tax rolls, as outlined; and if approved, authorize Chairman to execute Order for same and direct the Washoe County Treasurer to correct the errors [cumulative amount of *increase* \$1,372.03]. (Parcels are in various Commission Districts as outlined.)”**

John Berkich, Assistant County Manager, noted there was a request by the Assessor’s Office to remove Roll Change Request No. 777F08 from the list.



There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 6I(2) be approved, authorized, executed, and directed with the removal of Roll Change Request No. 777F08.

**09-549            AGENDA ITEM 6J**

**Agenda Subject: “Approve and authorize Chairman to sign Extension for an additional one year (June 1, 2010) of the original Ophir Lakes Subdivision Agreement (aka Winters Ranch) which allows with certain exceptions, the property owner to submit a tentative map application under the tentative map rules in effect at the time the original Agreement was signed (1999), with a finding that an extension will provide a significant public benefit if it ultimately facilitates the acquisition of the final parcels of the Winters Ranch for public open space--Community Development. (Commission District 2.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 6J be approved, authorized, and executed.

**09-550            AGENDA ITEM 6L**

**Agenda Subject: “Approve Interlocal Agreement for Division of Water Service Areas between the County of Washoe and South Truckee Meadows General Improvement District (May 26, 2009 through May 26, 2014); and if approved, authorize Chairman to execute Interlocal Agreement--Water Resources. (Commission District 2.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 6J be approved, authorized, and executed. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**09-551            AGENDA ITEM 6B(2)**

**Agenda Subject: “Authorize Public Works Department to bid Longley Lane Public Works Administration Building Tenant Improvement Project. (Commission District 2.)”**

There was no public comment on this item.

Commissioner Larkin explained he did not want any of these type of properties coming to the Board in a piecemeal fashion because that would be inefficient and would not provide a total look at what was available and what would be the most expeditious use of the properties. He requested a listing of all of the properties and a generalized strategy on how the properties would be used be brought back to the Board. Dan St. John, Public Works Director, said last week a Memorandum of Understanding (MOU) was submitted to the Board, which was a start to answering Commissioner Larkin's big picture question. The next step would be to determine how to proceed in terms of public presentation and discussion. He assured the Board that with the current economic situation, the department heads were looking at their property use and costs. He stated the decrease in occupancy was creating opportunities to look at consolidating offices into County-owned properties. He stated the Manager's Office was very involved in the process to ensure it was not done in a piecemeal fashion.

Commissioner Larkin said it was not just County-owned properties, but the commercial-rental property in general. He did not want to undercut the local market and people would be approaching the County for rentals. He noted rents were falling for private commercial properties, and he did not want to be a competitor to those properties. He wanted to have coherent strategy in place before moving the chess pieces around and it should not take more than 30 days to put together the report and the strategy. Mr. St. John said the strategy existed and it was just a matter of reporting to the Board what it was. He advised the County was not looking at taking in private tenants.

Commissioner Breternitz said he had a different take on this. He said the County was able to save \$300,000 a year by the Public Works Department reorganizing, which was a good thing. He knew some adjustments would have to be made based on legislative actions, and he suggested postponing the project until there was a better handle on the financial situation. He said it was not a lot of money, but it kept \$76,000 in the County's pocket. He felt these types of discretionary items should be looked at very closely.

Commissioner Breternitz made a motion to postpone the project, which was seconded by Commissioner Weber.

Mr. St. John explained the consolidation of administrative personnel in four different locations was needed to achieve efficiency in executing service contracts and in covering staff absences. He said the Board was informed in February that minor tenant improvements would be needed to allow Public Works to consolidate its operation into one building at Longley. He said another direct benefit was that the consolidation would create space that would allow moving the Sheriff's South Region Substation to one of the spaces now occupied by Public Works administrative staff.

Commissioner Larkin asked if the motion was an indefinite postponement. He felt it should be tied to the underutilization study that would come back to the Board, which he believed could be done in 30 days.

Commissioner Breternitz said he could incorporate that into the motion even though he was thinking of something longer than that. He stated when this all came back the Board, they would have another chance to take a look at it and then make a decision. He incorporated into his motion it would be part of the utilization study. Commissioner Weber as the seconder agreed.

On the call for the question, the vote was 5-0 in favor of postponing this item and tying it to the utilization study.

**09-552            AGENDA ITEM 6K**

**Agenda Subject: “Approve reclassification requests submitted through the job evaluation and classification process--Human Resources. (All Commission Districts.)”**

Commissioner Larkin said he was concerned about the full position increase from an Account Clerk II to a Sr. Accountant. Rosemary Menard, Water Resource Director, said due to changes in the Comptroller’s Office, Water Resources was asked to hire either a Senior Accountant or an Accounting Manager to handle some Water Resources’ work that was being done in the Comptroller’s Office. She noted the reclassified position was vacant and it was felt a Senior Accountant was the right fit. Commissioner Larkin indicated that was work shifting from the Controller’s Office, which was a General Fund item, to Water Resources during a time when Water Resources was asking for a rate increase. He advised he could not support the reclassification even though he was not disputing the work was there.

John Sherman, Finance Director, said the proposed reduction in staff in the Comptroller’s Office left that Office without the capacity to do the work necessary for the Department of Water Resources. Commissioner Larkin said he could not justify a rate increase that would support the establishment of a position in these austere budget times, especially while reducing services and increasing rates. He suggested coming back with a proposal that could be evaluated that did not do that.

Commissioner Jung said this would be a way to recruit for a higher level of ability to do the job that included recombining some responsibilities. Ms. Menard said the Finance group was being restructured and this individual would have a lead role in the accounting side. She advised the accounting system was very large and complex because of the number of utilities and funds operated, which was part of the justification for creating the position.

Commissioner Weber asked if this position would be an outside recruitment. Ms. Menard replied if the position could not be filled internally, an external recruitment would then be conducted. Commissioner Weber asked how the position could be filled due to all positions being frozen. Ms. Menard said the position was funded for the next the fiscal year.

Commissioner Larkin asked Ms. Menard to address the Sr. Hydrogeologist position. Ms. Menard said an existing individual working in the Central Truckee Meadows Remediation District (CTMRD) would be reclassified to be able to manage contracts. She said the position would be funded completely out of the CTMRD.

Commissioner Breternitz felt that the current incumbent taking on additional responsibilities could apply to any number of County employees. He had concerns with the fairness of making these kinds of adjustments when almost all employees were being asked to do the same thing without going through this process.

Commissioner Larkin asked if the Hydrogeologist II could do contract negotiations or did it have to be a Sr. Hydrogeologist. Ms. Menard said the difference in the job classifications was the ability and the authority to manage contracts. Commissioner Larkin asked if the Sr. Hydrogeologist position was not filled, who would manage the contracts. Ms. Menard replied Chris Benedict, CTMRD Program Manager was authorized to manage contracts, which he currently did. She explained staff was trying to move away from using so many contractors to provide technical expertise. The idea was to use them more strategically and to build on internal capabilities. She explained building that internal capacity to plan, manage, and operate the program was a very long-term project. She said the program was evolving from being an entirely investigatory program designed to figure out what the contamination problem looked like, into a program where the investigatory work would continue while evolving into programmatic decision making to solve the problem and remediate the contaminated ground water. She said this natural evolution required a willingness to staff it in a different way. She said as part of the budget process, some General Fund individuals were moved into the CTMRD to provide more capability.

Commissioner Larkin asked how the fees were set for the CTMRD. Ms. Menard said they were based on CTMRD boundary and water use, so it was on people's tax bills. Commissioner Larkin said that was a tax increase.

Commissioner Larkin said he appreciated what Mr. Benedict was being asked to do, and he did a stellar job. He stated he was not sure the timing was right to approve this and then to turn around and ask the taxpayers to accept a rate increase. Mr. Benedict said the program budget held constant for the last six years, so there would be no fee increase associated with this. He advised efficiencies were created by consolidating services and finding more cost effective ways of getting work done. He said the reclassification process was followed and the reclassification was approved.

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 the reclassifications requests for Agenda Item 6K be denied.

**BLOCK VOTE – AGENDA ITEMS 7, 8, 9, 11, AND 15**

**09-553      AGENDA ITEM 7**

**Agenda Subject: “Recommendation to approval Lease Agreement between the County of Washoe and ECOL Partnership for a 48-month term (retroactive May 1, 2009 through April 30, 2013), for the continuation of occupancy at 250 S. Rock Boulevard, #100, by the Registrar of Voters [approximately \$262,554 for the term of the lease]; and if approved, authorize Chairman to execute Lease Agreement--Public Works. (Commission District 2.)”**

Commissioner Breternitz asked if it was a good idea to approve the lease for 48 months in case County-owned space would become available. Dan St. John, Public Works Director, explained the landlord granted concessions in return for a 48-month lease. He reminded the Board all of the County’s leases had a funding out clause, which meant the lease would expire if the Board did not fund it, and they all had termination clauses. He said this issue would be addressed as part of the overall strategy when Public Works comes back in approximately a month to address all of the County’s space.

Commissioner Weber stated she understood the voting machines required the electrical hookups. Chairman Humke commented that the machines’ batteries had to be charged constantly to avoid them dying and having to be replaced.

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 7 be approved, authorized, and executed.

**09-554      AGENDA ITEM 8**

**Agenda Subject: “Recommendation to accept the following Defense Reutilization and Marketing Offices’ (DRMO) items awarded to the Washoe County Sheriff’s Office [valued at \$\$230,165.90]: life preservers and chest medical instruments for Search and Rescue, blade rotary wings, fuel and oil kits and dampener flutters to be utilized by the Flight Operations Unit (equipment was obtained through the DRMO 1033 Program from the military at no charge to Washoe County)--Sheriff. (All Commission Districts.)”**

Commissioner Larkin thanked the Defense Reutilization and Marketing Offices for their contributions to the Sheriff’s Office.

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 8 be accepted.

**09-555            AGENDA ITEM 9**

**Agenda Subject: “Recommendation to accept grant award [\$119,520 - County in-kind match \$23,904] from the State of Nevada Housing Division for the National Foreclosure Mitigation Counseling Program Round 2 (retroactive January 1, 2009 through December 31, 2009); and if accepted, direct Finance to make appropriate budget adjustments--Senior Services. (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 9 be accepted and directed.

**09-556            AGENDA ITEM 11**

**Agenda Subject: “Recommendation to approve the budgeted operating expense contribution [\$121,000 from the General Fund] for continued operation of the Sierra Spirit Bus for Fiscal Year July 1, 2008 to June 30, 2009; and if approved, authorize Chairman to execute Interlocal Agreement between the County of Washoe and the Regional Transportation Commission of Washoe County--Community Development. (Commission Districts 3 and 5.)”**

Commissioner Jung read an e-mail from Neeroo Manning, Sr. Fiscal Analyst, regarding her belief that programs such as the Sierra Spirit Bus should be eliminated because eliminating them could prevent some of the layoffs from happening. A copy of the e-mail was placed on file with the Clerk.

Commissioner Weber said she understood the employee’s concern and it would be looked into, but the Board needed to move forward with this item.

Chairman Humke said the Sierra Spirit Bus was a free circulator of people that facilitated the movement of citizens and tourists throughout downtown area. He advised it allowed citizens to save on commuting costs and was designed to keep tourists returning to the area.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 11 be approved, authorized, and executed. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**09-557            AGENDA ITEM 15**

**Agenda Subject: “Recommendation to approve a refund to Montreux Development Group, LLC for water connection privilege fees [\$675,675 plus accrued interest in the approximate amount of \$10,000]--Water Resources. (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 7 be approved.

**09-558            AGENDA ITEM 10**

**Agenda Subject: “Introduction and first reading of an Ordinance amending Chapter 5 of the Washoe County Code relating to the operation of the Office of the Commissioner of Civil Marriages to provide that said office will operate by appointment only as determined by the County Clerk effective July 1, 2009; and other matters properly relating thereto (second reading and adoption to be June 9, 2009 at 6:00 p.m.)--Washoe County Clerk. (All Commission Districts.)”**

There was no public comment on this item.

Bill No. 1588, entitled, “**AN ORDINANCE AMENDING CHAPTER 5 OF THE WASHOE COUNTY CODE RELATING TO THE OPERATION OF THE OFFICE OF THE COMMISSIONER OF CIVIL MARRIAGES TO PROVIDE THAT SAID OFFICE WILL OPERATE BY APPOINTMENT ONLY AS DETERMINED BY THE COUNTY CLERK EFFECTIVE JULY 1, 2009; AND OTHER MATTERS PROPERLY RELATING THERETO,**” was introduced by Commissioner Larkin, the title read to the Board and legal notice for final action of adoption directed.

**09-559            AGENDA ITEM 12**

**Agenda Subject: “Recommendation to approve certain purchasing process improvements, including elimination of the requirement for prior Board approval to go out for bid or Requests for Proposals; increasing the contracting authority of Purchasing and Contracts Administrator to \$100,000 (including purely knowledge-based consulting agreements); and, approve the addition of contract language that limits labor rate increases for non-prevailing wage contracts to not exceed that approved for County employees under the Washoe County Employees Association contract; and if agreed to, direct staff to draft the necessary policies and ordinance changes--Finance. (All Commission Districts.)”**

John Sherman, Finance Director, explained the first item would eliminate the requirement for prior Board approval to go out for bids and for Request for Proposals (RFP’s). He noted the Board had the final authority to accept or reject a proposal or bid.

Mr. Sherman explained the second item addressed increasing the Purchasing and Contracts Administrator’s authority to \$100,000 from the current \$50,000 threshold. He advised the competitive process would still be followed for items greater than \$50,000. He noted this year the Board processed 95 purchase orders between

\$50,000 and \$100,000. He said that represented a significant amount of staff time to prepare the items and to attend agenda construction, review and Board meetings. He said continuing things the way they were now would impair staff's ability to do their regular work.

Mr. Sherman said the third item was in response to a Board request that an item be brought back that would tie labor rate increases for non-prevailing wage contracts to increases that would be no more than what was granted the Washoe County Employees Association (WCEA).

Commissioner Breternitz commented the first item concerned him because it could potentially cause contractors to do a lot of work to prepare a bid or an RFP only to find out the Board did not want to award the bid or RFP.

For the second item, Commissioner Breternitz asked why the dollar amount for knowledge-based consultant agreements was being raised so radically. He acknowledged it would be consistent with other types of awards, but did not understand why knowledge-based consultant agreements were not handled the same way to begin with. Mr. Sherman stated during earlier discussions regarding raising the dollar amount for purchasing requirements from \$25,000 to \$50,000, there were concerns about knowledge-based consultant agreements. He explained the Board decided to apply the increase to \$50,000 to only tangible items and to consultant agreements that actually produced something. He discussed an example of the difficulty in determining what knowledge-based contracts actually were, which was why it was suggested there be one level for everything.

Mr. Sherman advised there would still be controls and accountability even if the threshold was increased. He said administering knowledge-based versus tangible items was more difficult than it appeared it would be initially. He stated from staff's perspective, it would be more efficient to go through the bidding process and submit those results to the Board. He stated he appreciated the amount of time it would take to prepare a bid for a large Public Works project, but other projects would be fairly standard for companies to respond to, such as outsourcing collections, because of standard business practices.

Commissioner Breternitz said he did not have a problem increasing the authority to streamline things or with the non-prevailing wage contract language. He preferred knowing about contracts going out to bid or RFP rather than knowing about them after the fact. He felt it was important to know what areas the County was looking to do work in and what was going on.

Commissioner Jung stated her issue with Item 2 was the crucial cutoff point of \$101,000 before the County Manager or Mr. Sherman had the legal jurisdiction to execute the contracts. She suggested the Board go with the change, but have the Board receive quarterly reports that would outline every purchase or at least the knowledge-based contracts that were under \$100,000. She requested staff come back with some



suggestions on how the Board could be kept better informed. She said this also piggybacked with her concern about hiring recent retirees or incentive-separators under these contracts because of the massive abuse the State found of that happening.

Commissioner Jung suggested Item 1 could be massaged to eliminate any inefficiencies without putting contractors in the position of preparing a bid only to find out the Board did not want to do the work. Mr. Sherman explained staff was requesting guidance to come back to the Board at some future date. If the Board's request was to have some reporting, particularly on the contracting side of this, staff could generate quarterly reports to the Board. He asked the Board to think about what they wanted the reporting threshold range to be, because he did not believe they would want to know about every \$50 purchase order.

Mr. Breternitz suggested approving the RFP's and bids prior to them being issued, which would mean the Board would be aware of what was going on and would better understand the circumstances behind the RFP's or bids.

After a discussion with the Acting Purchasing and Contracts Administrator, Mr. Sherman said if RFP's or bids were brought to the Board for approval for amounts between \$50,000 and \$100,000 and the Purchasing and Contracts Administrator was granted approval on \$100,000 or less, the Board would be made aware of what was being done and the price range. He stated once the RFP or bid came back, it could then be approved if it was under \$100,000. He advised there would also be quarterly reports to the Board on those RFP's and bids and those over \$100,000 would come back to the Board for approval. Commissioner Breternitz said it was important for him to know about the bids and RFP's, but once the Board knew about them they should be awarded.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried, it was ordered that the Purchasing and Contract Administrator's authority be increased to \$100,000, including knowledge-based consultant agreements. It was also ordered that the contract language that limits labor rate increases for non-prevailing wage contracts to not exceed that approved for County employees under the Washoe County Employees Association contract be approved. It was also ordered that contracts in the amounts from \$50,000 to \$100,000 and above \$100,000 come before the Commission for prior approval before going out to bid.

**09-560            AGENDA ITEM 13**

**Agenda Subject: "Recommendation that the Board of County Commissioners provide direction for creation of an Other Postemployment Benefits Trust including: 1) Seek an opinion from the Washoe County District Attorney that investments of the trust in the Retirement Benefits Investment Fund will not violate the provisions of Section 10 of Article 8 of the Constitution of the State of Nevada, which prohibits local governments from investing in stocks; 2) Work with the Retirement Benefit Investment Board to develop an agreement for management of**

**the investment of the irrevocable trust assets; 3) Solicit applicants to be appointed as the board of trustees, which must include at least three but not more than five persons, including: a) One or more persons who each have a combination of education and experience in finance or economics that totals 5 years or more, b) A public officer or employee of the local government who manages the fiscal affairs; and c) A beneficiary of the benefits plan of the local government; and, 4) Complete the drafting of the trust document for Board approval--Finance. (All Commission Districts.)”**

John Sherman, Finance Director, discussed the background of this item as contained in the staff report dated May 6, 2009. He advised staff was asking direction on creating the trust and how the trust assets should be invested. He discussed the two primary options available if the Board wanted to create a trust, which were shown on page 3 of the staff report. He also discussed each option’s fiscal impact, rate of return and required annual contribution. He indicated the amount the County put into its budget was the current cost of the County’s liability or what was accrued this year. It did not reach back in time to capture all of the unpaid liability and amortize that going into the future. He said adding those two pieces together made up the annual required contribution amount.

Mr. Sherman advised staff was recommending going with Option 1. He said there was \$57 million in the County’s internal fund at the end of last year that would be put into the irrevocable trust and there would be \$62 million in that fund at the end of the current year. He explained there would be another \$14 million transferred into the fund, based on the adopted budget.

Commissioner Breternitz asked if an opinion would still be required if the Board went with Option 1. Mr. Sherman explained if the Board desired to invest the funds with the State Public Employees Retirement System (PERS) Retirement Benefit Investment Fund (RBIF), the requirement was that the District Attorney render an opinion that the investment of the trust funds in that was constitutional. He said an opinion would not be required if the Board limited the investments into those currently authorized, such as fixed income securities with maturities of 10 years or less.

Mr. Sherman indicated the key was asset allocation, which the PERS Board seemed to be astute in doing. He noted the last time he looked at their portfolio it did not seem to be heavily weighted in stocks, but was a balanced portfolio.

Chairman Humke asked if the RBIF was the fund the State recently swept. Mr. Sherman replied that fund was an investment pool managed by the State Treasurer for local governments and not the RBIF. He said whether the County did the trust or used the RBIF, nobody could get their hands on the money. The key legal point was this would no longer be the local governments’ money or the citizen’s money, but was the beneficiaries’ money.

Commissioner Larkin stated the difference between the \$19 million and the \$25 million annual required contribution would be a savings of almost \$188 million over 30 years. He noted local taxpayers would not have to contribute that \$188 million provided the County could have faith in the RBIF because it seemed the Legislature could change any fees or contracts it wanted. Even so, he believed adequate precedent had been set to protect these beneficiary funds that would make changes difficult down the road. Mr. Sherman agreed it was a significant savings and being able to invest in a broader portfolio would give higher rate of return over the long term.

Commissioner Larkin said the County needed to look beyond the traditional 10-year view in Option 2, which was the short-term view and could contain significant market fluctuations. He noted Option 2 placed the responsibility within the group of individuals to manage the funds and was why the level of education and experience was required for the trustees as shown in 3.a.

In response to a question by Commissioner Larkin about the PERS management, Mr. Sherman explained PERS had a Chief Executive Officer (CEO), Operations Manager, an Investment Manager and a Board of Trustees who represented those individuals whose pensions were managed by PERS. That included representatives from labor, his counterpart from Clark County, and some outside investment expertise. Commissioner Larkin asked if management was turned over to PERS, would the County still have a Board of Trustees that would interface with PERS. Mr. Sherman replied that was correct, but the County Commission would be making the decisions on the amount of money to put into the fund and how much needed to be taken out each year to pay for retiree benefits. He noted the Board of Trustees would not have that much to do if the RBIF option was picked, but they would play an administrative role and would be the interface between the RBIF Investment Manager and the County.

Commissioner Larkin said applicants would be needed regardless of which option was chosen and a decision could be made later on whether or not it would be three or five trustees. He asked if there would be any harm in seeking an opinion even if Option 2 was chosen. Mr. Sherman replied that could be done, but he was seeking guidance on whether the Board wanted to do Option 1 or Option 2 because the trust documents would have to be prepared. Commissioner Larkin indicated he wanted the District Attorney's opinion before making a decision, but staff should move forward on soliciting applicants for the Board of Trustees. Mr. Sherman agreed he could concurrently look for applicants while the Board waited for the District Attorney's opinion. He could also work with RPIF staff on the tentative agreement so, if the District Attorney said Option 1 was constitutional, he could come back to the Board with the package.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that the District Attorney's opinion be solicited regarding the legality of investing in the RBIF, specifically would it violate the provisions of Section 10, Article 8 of the Nevada Constitution, which prohibited local governments from investing in stocks. It was also ordered that the Finance Director not be discouraged in beginning work with the Retirement Benefit Investment Board and that

staff move forward with soliciting up to five persons that would be members of the Board of Trustees. It was further ordered that the opinion, the preliminary work documents, and the names of the nominees to the Board of Trustees be brought back to the Board of County Commissioners at the first opportunity to do so.

**09-561            AGENDA ITEM 14**

**Agenda Subject: “Recommendation to approve Fiscal Year 2010 renewal of contracts and service agreements above \$50,000 to be approved as a group by the Board of County Commissioners and authorize the Purchasing and Contracts Administrator sign the contract renewals, as they come due, with approval from the District Attorney, Budget Office and Risk Management when necessary [total not to exceed \$2,156,700]: American Fiber Systems [\$64,800 - T1 Service]; Ariston Consulting & Technologies [\$55,000 - renewal of SAP Financial Software System Software Maintenance Agreement]; AT&T [\$650,000 - pre-encumber E911 CAMA Trunk; ANI/ALI; Router; phone lines; monthly invoices]; AT&T ILEC [\$120,000 - renewal of Washoe County’s Centrex Phone Service, 800 lines]; AT&T Mobility [\$150,000 - renewal of E911 System Hardware/Software Service Contract]; Data Information Management Systems [\$69,500 - renewal of Election Software System Software Maintenance Agreement]; ESRI [\$58,200 -renewal of GIS Software Maintenance Agreement]; EPI-USE America, Inc. [\$115,000 - renewal of SAP Financial Software System Software Maintenance Agreement]; High Sierra Communications [\$62,000 - renewal of leases for three Washoe County 800MHz sites and a DS1 Data circuit]; M/A Com Inc. [\$95,000 - renewal of Washoe County’s 800MHz Regional Communications System Software Maintenance Agreement]; Manatron [\$182,700 - first year Software Maintenance Agreement for the Treasurer’s Manatron Tax System software]; Reno, City of [\$250,000 - renewal of reimbursement of salaries for three City of Reno Geographic Information Systems staff that service the E911 system, per interlocal agreement]; SAP [\$284,500 - renewal of SAP Financial Software System Software Maintenance Agreement]-- Technology Services. (All Commission Districts.)”**

Commissioner Larkin stated he had a problem approving the SAP contract because he thought the County was spending too much money on it. He stated he could not understand why off-the-shelf components could not be used for parts of the financial software package. Cory Casazza, Technology Services Chief Information Management Officer, explained it was the utility billing, payroll financial accounting and budget system software, pretty much all of the software that runs the enterprise for the County. He noted such software would be very expensive regardless of the vendor.

Commissioner Larkin stated he was not convinced that serious negotiations were held to try and bring the price down. Mr. Casazza advised a significant amount of staff time was spent negotiating with all of the software vendors and most reduced their costs 5-7 percent. Commissioner Larkin felt this vendor knew the County bought into this enterprise system and they were taking the County for a ride. Mr. Casazza said he did not know what alternative there was. Commissioner Larkin said SAP

software might need to be evaluated. Mr. Casazza explained staff was evaluating other vendors, but there was no time to implement a new system by the time this contract expired on July 1, 2009.

John Berkich, Assistant County Manager, stated the renewal of the contract would protect the big investment in County's ERP system, which was the backbone of County's reporting systems. He noted this contract renewal was part of the long-term agreement made six years ago with SAP. He said every software package would have an annual maintenance agreement consummate with its size and would be consummate with other such systems in the public or private setting. Commissioner Larkin understood, but he was not interested in any other public or private setting. He said he was interested in making sure the taxpayers of Washoe County were getting the best bang for the buck, and he was not impressed with the system the County had.

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

**09-562            AGENDA ITEM 17**

**Agenda Subject: "Discussion and possible direction to staff regarding a proposed amendment to the Truckee Meadows Regional Plan to modify the boundaries of or eliminate the Reno-Stead Joint Corridor Plan (requested by Commissioner Weber)-Community Development. (Commission Districts 3 and 5)"**

Adrian Freund, Community Development Director, advised the Reno City Council initiated a possible amendment to the Reno-Stead Joint Corridor Plan in March 2009 to modify the boundaries or eliminate the Joint Plan. He said in June at the Regional Planning Commission (RPC) meeting and in July at the Regional Planning Governing Board (RPGB) meeting, there would be an item to consider modification of the boundaries or the elimination of the Reno-Stead Joint Corridor Plan (Joint Plan). He discussed the process to amend the Joint Plan under Nevada Revised Statute (NRS) 278 and the previous amendments to the Joint Plan.

Mr. Freund said there was a concern that the most recent amendments to the Joint Plan might be out of conformance with the Regional Plan if the boundaries of the Joint Plan were not amended to reflect the modifications and amendments done over the last several years. He believed Regional Plan conformance with the latest amendments should not be an issue because the differences in the boundaries were resolved with the City of Reno and Regional Planning staff. He advised the City of Reno explored further modifications to the Joint Plan's boundaries and indicated a preference to eliminate the Joint Plan. He noted the Joint Plan was viewed by the community as an opportunity for full involvement in any changes that would take place in this area. He said at the May 11, 2009 joint meeting, the planning directors were directed to discuss some amendments to the Joint Plan. He discussed the amendment to the boundaries he brought forward and that no consensus was reached. He said this was before the Board so staff would have direction before going into discussions with Regional Planning staff.

Mr. Freund said the Citizen Advisory Board's (CAB's) had looked at the issue of modifying or eliminating the Joint Plan and generally there were objections from the community to eliminating the Joint Plan. He noted most of the amendments to the Joint Plan were approved even though the process was cumbersome. He also noted it was felt by Washoe County citizens that the requirement that the City of Reno and the County provide notice of any amendments to the affected residents was a beneficial attribute of the Joint Plan.

Commissioner Weber said this had been an issue for some time, and the Truckee Meadows Regional Planning Agency (TMRPA) had asked Washoe County and the City of Reno to work together to change the boundaries. Mr. Freund agreed and noted the latest set of amendments had raised the issue of possibly eliminating the Joint Plan. He said it was briefly discussed during the 2007 Regional Plan Update, but was retained in the Update.

Commissioner Weber noted the City of Reno voted to delete the boundaries. Mr. Freund replied that was correct. Commissioner Weber said Rosanna Coombes, TMRPA Director, indicated this was an issue for the last two years. Mr. Freund said Ms. Coombes asked all parties to provide input into the process, and he felt she would be seeking consensus on a modification going forward.

Mr. Freund explained the amendments to the Joint Plan since 2002 had been relatively few, but each amendment required a joint Planning Commission meeting and a joint Commission and City Council meeting to adopt the amendments. He felt the issues were the processing time required and the Joint Plan not being routinely updated. He noted some of its policies were outdated and there was now the issue of North Virginia Oriented Development (TOD) Corridor needing to be moved out of these boundaries. He said staff had volunteered to attempt to update the policies in the Joint Plan to reflect everybody's adopted Master Plans, which was felt could be done fairly easily. Commissioner Weber agreed the processing time was an issue. She felt when the Regional Plan Update was adopted, everyone was together and there should be no surprises now about what was before the Board; so she asked why the City of Reno felt it should be deleted. She stated the citizens of unincorporated Washoe County, especially those in the North Valleys, needed the protection of the boundaries and the mandate that they be involved in the process. Mr. Freund reiterated its elimination was discussed, but not extensively, during the Regional Plan Update. He said during staff-level negotiations and during the technical advisory committee meetings, no agreement was reached to eliminate the Joint Plan so it remained in the 2007 Regional Plan Update.

Commissioner Weber said Dwight Dortch, City of Reno Councilmember, and John Hester, City of Reno Community Development Director, asked her what her position was on eliminating the Joint Plan. She said one of the issues was there needed to be an opportunity to notice people and noticing should be expanded for the unincorporated areas. She agreed developers should not have to go through this long process, but everyone needed the opportunity to provide their input. She stated if that all

could be brought together, then there could be discussions about eliminating the Joint Plan. Mr. Freund explained the process was a byproduct of Statute. He said County staff favored a methodical process for updating the Joint Plan and bringing it into line with all of the adopted Master Plans and popping out things like the TOD Corridor. He stated that was somewhat at odds with the direction being taken, but it could take a different direction as it moved forward.

Commissioner Weber advised she was not in favor of eliminating the Joint Plan at this time, which went against what the City of Reno supported.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that staff work with TMRPA and the City of Reno to change boundaries, which could include or eliminate a portion of the TOD Corridor if necessary, but not to eliminate the Reno-Stead Joint Corridor Plan. It was further ordered that the result of that work be brought back to the Board.

**09-563            AGENDA ITEM 18**

**Agenda Subject: “Discussion and direction to staff regarding legislation or legislative issues proposed by legislators, by Washoe County or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Washoe County--Government Affairs. (All Commission Districts.)”**

John Slaughter, Management Services Director, discussed the bills of primary interest to the County as provided in the May 20, 2009 Legislative Tracking Report.

Commissioner Weber asked if the bill for changing the Primary Election date passed. Mr. Slaughter replied it did, but he was not sure it was signed by the Governor yet. Most counties supported the bill, but Washoe County did not because it moved the Primary Election into this fiscal year.

Commissioner Jung read a proposed resolution regarding renewable energy and job creation, which was placed on file with the Clerk. She requested the Resolution be adopted. Melanie Foster, Legal Counsel, said the Board could adopt a resolution supporting the pieces of legislation that would further these policies and goals. If the Board felt the Resolution was too broad and went further than that, then she would recommend it be agendized for Board action in June. Commissioner Jung said the legislative session would be over in June.

Chairman Humke asked if the two pieces of legislation mentioned in the Resolution were still pending. John Berkich, Assistant County Manager, replied SB358 had passed both houses and was on to the Governor for his signature and SB152 was still pending.

Chairman Humke noted the Resolution was specific and detailed. Ms. Foster said she advised Mr. Berkich yesterday that the Commissioners were free to take positions on pending legislation, which was why this item was written the way it was. She stated she was not comfortable with, and it appeared Commissioner Jung's colleagues were not either, with taking a broad policy stance regarding certain kinds of energy sources that would better be done under a very specific item. She stated that would allow members of the public who had the same interests to comment on and contribute to the Board's action. She said the Resolution could be edited to be nothing more than support for two pieces of pending legislation.

Chairman Humke asked if the Board had done Resolutions of support for other pieces of legislation. Mr. Slaughter stated he did not recall doing that, but the Board provided comments and other types of support on specific pieces of legislation.

Commissioner Larkin said the Board was starting to deliberate on an item that was not agendaized. Ms. Foster advised the Commission could appropriately take positions of support on the two pending pieces of legislation by a simple motion, which was what the Commission routinely did on legislative matters.

Commissioner Jung said she was looking for a Countywide ceremonial way to support the bills. She suggested bringing this back and having all of the Commissioners weigh in on it. Chairman Humke suggested there could be a celebratory resolution after the legislative session was over should the bills pass.

Mr. Slaughter said he would compile a detailed report of legislation affecting Washoe County. Chairman Humke asked if there was talk of having a special session. Mr. Slaughter felt it looked good that the session would be completed a week from today and a special session would not be required to complete the business at hand.

**4:50 p.m.** The Board recessed

**6:02 p.m.** The Board reconvened with Commissioner Jung absent.

## **PUBLIC HEARINGS**

### **09-564 AGENDA ITEM 19**

**Agenda Subject:** "Second reading and adoption of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Development Agreement Case No. DA09-004 for Tentative Subdivision Map Case No. TM05-011 for Ladera Ranch as previously approved by the Washoe County Planning Commission, the purpose of the agreement being to extend map approval until July 5, 2010 with a possible second extension until July 5, 2011. (Bill No. 1584); and if adopted, authorize Chairman to execute Development Agreement between the County of Washoe and Ladera Ranch 390, LLC--Community Development. (Commission District 5.)"



**6:03 p.m.** Chairman Humke opened the public hearing.

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

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Jung absent, it was ordered that Ordinance No. 1406, Bill No. 1584 entitled, **“AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NO. DA09-004 FOR TENTATIVE SUBDIVISION MAP CASE NO. TM05-011 FOR LADERA RANCH AS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION, THE PURPOSE OF THE AGREEMENT BEING TO EXTEND MAP APPROVAL UNTIL JULY 5, 2010 WITH A POSSIBLE SECOND EXTENSION UNTIL JULY 5, 2011,”** be approved, adopted and published in accordance with NRS 244.100. It was also ordered that the Development Agreement be authorized and executed.

**09-565            AGENDA ITEM 20**

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

Commissioner Breternitz stated he would be attending the Tahoe Regional Planning Agency (TRPA) Board meeting during the next two days and would be out of the office.

Commissioner Weber said she requested the Sierra Sage contract extension be extended one more month and had not heard back regarding that extension. John Berkich, Assistant County Manager, replied that would be looked into.

Commissioner Weber noted she would be hosting 29 students from Ester Bennett Elementary School in the Commission Chambers tomorrow, and she invited the other Commissioners to stop by. She stated she would not be attending the Regional Planning Governing Board (RPGB) meeting on the second Thursday in June, and she requested Chairman Humke or Commissioner Jung fill in for her.

**09-566            AGENDA ITEM 21**

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

There was no closed session.

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**6:08 p.m.** There being no further business to come before the Board, on motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried with Commissioner Jung absent, it was ordered that the meeting be adjourned.

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**DAVID E. HUMKE**, Chairman  
Washoe County Commission

**ATTEST:**

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

*Minutes Prepared by Jan Frazzetta,  
Deputy County Clerk*

**INTERLOCAL AGREEMENT BETWEEN WASHOE COUNTY, AND THE WASHOE COUNTY SCHOOL DISTRICT FOR THE JOINT USE OF PROFESSIONAL SERVICES IN CONJUNCTION WITH BUILDING CONSTRUCTION**

THIS INTERLOCAL AGREEMENT FOR THE JOINT USE OF PROFESSIONAL SERVICES ("Agreement") is dated this \_\_\_ day of \_\_\_\_\_, 2009 ("Effective Date"), and is entered into by and between, Washoe County, a political subdivision of the State of Nevada (hereinafter "County"), and the Washoe County School District, a school district of the State of Nevada ("WCSD").

**RECITALS**

This Agreement is entered into based upon the following:

A. WHEREAS, NRS 277.080 provides that any one or more public agency may contract with any one or more other public agency to perform any governmental service, activity or undertaking which the public agencies entering into the contract are authorized by law to perform<sup>1</sup>; including, but not limited to, professional services relating to the construction of facilities that may be requested by User and supplied by Provider as set forth in this Agreement; and,

B. WHEREAS, the parties hereto are charged with the responsibility of constructing their facilities and maintaining staff, offices, equipment and materials to perform the necessary work professional services/management to effectuate said construction; and,

C. WHEREAS, the parties may from time to time need additional professional services, or have available professional services which could be used by the other party to this agreement; and,

D. WHEREAS, it is the purpose of this Agreement to enable the parties to make the most efficient use of their resources by providing a cooperative framework for furnishing each other professional services, when available on an in-kind exchange or reimbursable basis for construction support.

NOW, THEREFORE, in consideration of the foregoing recitals, which are fully incorporated into this Agreement by this reference, the parties mutually agree as follows:

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<sup>1</sup> NRS 277.180(3) further requires that each public agency which has entered into an agreement pursuant to this section to annually at the time of preparing its budget include an estimate of the expenses necessary to carry out such agreement, the funds for which are not made available through grant, gift or other source, and provide for such expense as other items are provided in its budget. Each public agency may furnish property, personnel or services as necessary to carry out the agreement.

## **ARTICLE 1. DEFINITIONS**

- 1.1 **“Provider”** means any party hereto supplying Professional Services.
- 1.2 **“Services”** mean professional services relating to the construction of facilities that may be requested by User and supplied by Provider as set forth in this Agreement.
- 1.3 **“User”** means any party hereto receiving professional services.
- 1.4 **“Work Orders”** means those written agreements that the parties enter into to govern the specific details of any professional services provided in accordance with the terms and conditions of this Agreement and the procedures set forth in Article 3.
- 1.5 **Burden Costs** means costs paid by WCSD or WC for Retirement, FICA, Medicare, Workers Compensation, Group Insurance, Life Insurance, Supplemental Life Insurance, LTD.

## **ARTICLE 2. GENERAL**

2.1 **Term.** The parties agree that this Agreement will take effect upon its execution and be effective for a term of three (3) years from the date signed by the last signator. In addition, the parties shall have the right to extend this Agreement under the same terms and conditions for an additional two (2) successive three year terms . Said extensions shall take effect automatically except that any party hereto may terminate this Agreement by providing written notice in accordance with Section 8.2 herein to the other parties at least 30 days prior to the end of the existing term.

2.2 **Right of Entry.** The parties to this Agreement hereby grant and convey to each other the right of entry upon all land in which the parties have interest, for the purpose of accomplishing all work requested as part of this Agreement.

## **ARTICLE 3. WORK ORDERS**

3.1 **Request for Services.** Work Orders shall incorporate the terms of this Agreement. Each Work Order shall specify the particular amounts and types of professional services required, the estimated cost of the services required, the location of the work, and any other information pertinent to the request. For purposes of illustration and example, a Work Order form is set forth in Exhibit A. Upon receipt of the request, the Provider shall indicate their acceptance or rejection of the request, have it signed by their Director, or designee, and return one copy to the User. Neither party shall be bound by any Work Order until execution thereof by that party; provided, however, that in cases of emergency or unforeseen circumstance necessitating prompt action, the request and approval may be done verbally but must be documented in writing within 48 hours of the verbal request.

3.2 **Modifications.** If the User causes a material change in a Work Order, the professional services required for the Work Order shall be amended to reflect the change as appropriate.

3.3 **Right of Refusal.** The work of the owner takes first priority, and may serve as the basis to refuse any request for professional services. In addition, if Provider has facts that would support a reasonable belief that the total cost of professional services requested would exceed User's NTE Amount as set forth in Section 4.5, and User is unable to provide official documentation to indicate User's NTE amount will be appropriately increased, Provider may refuse to provide professional services or otherwise incur any costs on User's behalf.

3.4 **Conflict.** In the event a conflict exists between this Agreement and any Work Order, this Agreement shall prevail. In addition, any act or event affecting any particular Work Order, such as its completion, termination, acceptance, non-acceptance, continuation or modification, shall not affect any other Work Order or this Agreement unless agreed to in writing by the parties.

#### **ARTICLE 4. PAYMENT IN-KIND FOR PROFESSIONAL SERVICES; REIMBURSEMENT**

4.1 **In-Kind Exchange Schedules.** On an annual basis or more frequently as needed, the Directors of the respective parties shall meet and exchange "In-Kind Exchange Schedules" for the furnishing of Professional Services between the parties pursuant to this Agreement. In-Kind Exchange Schedules shall include wage rates for reimbursement, including burden costs.

4.2 **In-Kind Exchange.** On an ongoing basis, and in lieu of cash payments, parties may exchange and trade Professional Services listed in their respective In-Kind Exchange Schedules.

4.3 **Quarterly Statements.** No later than five (5) days after the close of each quarter, each party shall submit to every other party a statement detailing the type and value of Professional Services that was exchanged during the prior quarter.

4.4 **Reconciliation and Reimbursement.** On May 31<sup>st</sup> of each year, the parties shall add up the total amount of Professional Services exchanged. Where the amount of Professional Services supplied by one party is not offset by a like amount of Professional Services supplied by another party, then the difference in value shall be deemed reimbursable, and paid within 30 days.

For purposes of illustration, in FY 2010, the County provides WCSD \$93,000 worth of professional services; WCSD, in turn, provides the County \$3,000 worth of professional services. At the end of the year the difference in value is deemed reimbursable, so the WCSD is obligated to pay County \$90,000 within 30 days.

The governing bodies of the parties to this Agreement hereby delegate authority to the Public Works Director of Washoe County, or designee and the WCSD Assistant Superintendent of Capital Projects and Facilities, or designee, to effectuate the reconciliation of these services as required by this Agreement and to authorize the reimbursement for the value of services rendered which are not off-set by in-kind services.

*Not-To-Exceed Reimbursement Amount. On an annual basis, the maximum amount reimbursable per calendar year for the Professional Services received but not offset by in-kind exchange shall be determined by each entity.*

## **ARTICLE 5. INDEMNIFICATION**

Subject to the limitations of Chapter 41 of NRS and any other applicable laws, and without waiving its statutory protections, all parties will defend, save and hold harmless all other parties, their officers, agents, and employees from all third party claims, actions, damages, or expenses of any nature, including costs and reasonable attorney's fees, by reason of the negligent acts or omissions of their assigns, agents, contractors, licensees, invitees, employees arising out of or in connection with any acts or activities done pursuant to this Agreement. The obligation to defend and indemnify shall not include such claims, costs, damages or expenses which may be caused by the negligent acts or omissions of the parties or their authorized agents or employees; provided, however, that if the claims or damages are determined to be caused by or result from the concurrent negligence of

- (1) Provider and their agents or employees; and,
- (2) the User, its agents or employees,

this indemnity provision shall be limited to the extent of the negligence of the parties or its officers, employees and agents.

## **ARTICLE 6. DISPUTE RESOLUTION**

6.1 **Informal Resolution.** Any dispute arising out of or relating to this agreement, or breach thereof, shall first be attempted to be resolved by bringing the matter to the attention of the individuals signing on behalf of the parties for this agreement.

6.2 **Mediation.** The parties shall submit any matter or action contemplated or arising hereunder or under any agreement executed pursuant hereto, including any claim based on or arising from an alleged tort relating to the subject matter of this Agreement and any dispute seeking equitable relief (collectively, "**Dispute**") for resolution on an informal basis to a mediator mutually agreed upon by the parties. Any Dispute which is not resolved informally through the mediation process shall be submitted to arbitration.

6.3 **Arbitration.** Any Dispute arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Uniform Arbitration Act of 2000, as subsequently amended, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

6.4 **Costs.** Any costs associated with dispute resolution including informal resolution, mediation and arbitration shall be shared equally by both parties.

## **ARTICLE 7. NOT USED**

## **ARTICLE 8. MISCELLANEOUS PROVISIONS**

8.1 **Further Assurances.** The parties shall execute and deliver such further documents, agreements, instruments and notices and shall take such other actions as may be necessary or appropriate to effectuate the intent and purpose of this Agreement.

8.2 **Notices.** All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given 3 days after mailing in the United States mail, using first class mail, postage prepaid thereon as follows:

**COUNTY**

Attn: Dan St. John, P.E.  
Public Works Director  
PO Box 11130  
Reno, NV 89520

Tel. No.: (775) 328-2040  
Fax No.: (775) 328-3699

**WCSD**

Attn: Mark Stanton  
Assistant Superintendent  
2425 E. Ninth Street  
Reno, NV 89520

Tel. No.: (775) 789-3838  
Fax No.: (775) 851-5658

8.3 **Assignment; Binding Effect.** This Agreement shall not assign without the written approval of the governing boards of all parties.

8.4 **Waiver.** The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of any breach of any term, covenant, representation, or warranty contained herein, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

8.5 **Entire Agreement; Modification.** This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. This Agreement may not be amended, nor may any of the terms, covenants, representations, warranties or conditions hereof be waived, except by a written instrument executed by the party against which such amendment is to be charged. The terms of this Agreement shall govern with respect to any conflict with the terms of any Work Order issued pursuant to Article 3.

8.6 **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada.

8.7 **Gender and Tense.** As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall each be deemed to include the other or others whenever the context so indicates.

8.8 **Headings.** The headings which appear at the commencement of each section are descriptive only and for convenience in reference to this Agreement. Should there be any

conflict between any heading and the section itself, the section itself and not the heading shall control as to construction.

**8.9 Incorporation of Exhibits.** Each recital and every exhibit to which reference is made in this Agreement is hereby incorporated in this Agreement by this reference.

**8.10 Force Majeure.** No party shall be held liable for any loss or damage due to delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, third party or governmental challenges or lawsuits, government regulations, refusal or delay by a governmental entity to issue any needed permit despite Provider's best efforts to get it, strikes, work stoppages, labor unrest, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions.

**8.11 Retention of Records.** All records pertaining to work carried out under this Agreement shall be retained for a period of not less than five (5) years after final payment is made for the Professional Services, and in accordance with the Nevada Public Records Act, NRS 239.010, *et. seq.* All such material shall be available to the other party and their respective auditors at any reasonable time and upon reasonable notice for purposes of auditing, inspecting and copying. The parties shall mutually agree to any financial adjustment found necessary by any audit. If the parties are unable to agree on such adjustment, then the matter shall be resolved pursuant to Article 6. Provider shall insert into any contracts entered into by Provider for the provision of Professional Services hereunder the above requirements and also a clause requiring their respective contractors to include the above requirements in any subcontracts or purchase orders.

**8.12 Survival.** The representations, warranties, indemnities and waivers set forth in this Agreement, and provisions relating to payments and record retention, shall survive the termination, for any reason whatsoever, of this Agreement.

**8.13 Termination.** Any party may terminate its participation in this Agreement at any time by giving 30 days written notice to the other parties, with or without cause. Within 30 days from the date of termination, the terminating party shall reimburse the remaining parties to the Agreement for Professional Services received but not offset by in-kind exchange, notwithstanding any such costs may exceed any NTE Amount set forth in Section 4.5, as amended. The remaining parties to the Agreement shall have one (1) year from the date of termination to repay the terminating party for the Professional Services received.

**8.14 Time of the Essence.** Time is of the essence in this Agreement.

**8.15 No Third-Party Rights.** Except for the parties indemnified pursuant to Article 5, the parties expressly disclaim the creation of any right in any third party whatsoever under this Agreement. There are no third-party beneficiaries. The only parties who may enforce this Agreement and any of the rights under this Agreement are the parties hereto.

**8.16 Legal Relations.** No liability shall attach to the parties by reason of entering into this Agreement except as expressly provided herein.



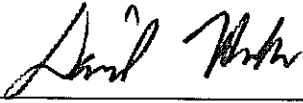
8.17 **Days.** All references to "days" herein shall mean calendar days, unless otherwise indicated.

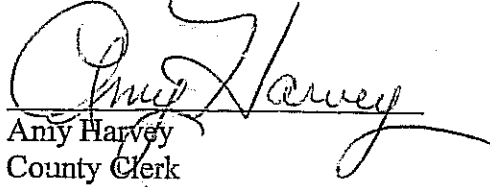
8.18 **Severability.** If any section, paragraph, sentence or clause of this Agreement or any Work Order executed pursuant hereto is declared by a court of competent jurisdiction to be unenforceable or void by reason of public policy or otherwise, then the remaining provisions of such agreement shall nonetheless remain in force to the fullest extent permitted by law.

**[SIGNATURE PAGE FOLLOWING]**

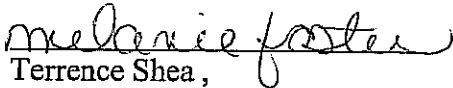
IN WITNESS WHEREOF, the parties hereto have duly executed this Interlocal Agreement for the Joint Use of Professional Services as of the Effective Date first written above.

WASHOE COUNTY  
a political subdivision of the State of  
Nevada

By:   
David Humke, Chairman 5/26/09  
Washoe County Commission

Attest:  
By:   
Amy Harvey  
County Clerk

APPROVED AS TO FORM:

By:   
Terrence Shea,  
Deputy District Attorney

WASHOE COUNTY SCHOOL DISTRICT  
a school district of the State of Nevada

By: \_\_\_\_\_  
Barbara Clark, President

Attest:

By: \_\_\_\_\_  
Barbara L. McLaury  
Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Chris Reich  
Legal Division

**EXHIBIT A: WORK ORDERS**

**Exhibit A**

**PROFESSIONAL SERVICE WORK ORDER REQUEST**

**Date:**

**Request No.**

**Description of work requested:**

**Location of work:**

**Estimated time commitment:**

**Comments:**

**Requesting party:**

**Requesting signature:** \_\_\_\_\_

**Provider Party:**

**Request Approved**

**Provider Signature:** \_\_\_\_\_

**Request Denied**

**Date:** \_\_\_\_\_

(Rev. 4/8/09)

INTERLOCAL AGREEMENT  
GOVERNMENT TEMPORARY FACILITY USE AGREEMENT  
(Units 7,8,9 of 85 North Edison Way)

**Amendment No. 1**

Effective as of March 30, 2009

---

*Summary: Changes name of contact person for Flood Project, and extends term of use agreement to April 30, 2010 with one automatic renewal until April 30, 2011, on 30 days notice.*

---

**A1.01 Recitals**

A. On October 1, 2008 Washoe County and the City of Reno entered into an "Interlocal Agreement, Government Temporary Facility Use Agreement" (the "**Agreement**") whereunder the City of Reno was permitted to temporarily use County owned property (Units 7,8, and 9 of 85 North Edison Way in Reno) for a men's overflow homeless shelter. A copy of the Agreement is attached.

B. The parties desire to amend that agreement to change the point of contact for Washoe County, and to extend the term of the use agreement to April 30, 2010 with an automatic renewal until April 30, 2011 upon 30 days notice.

NOW THEREFORE, the parties agree as follows:

**A1.02 General.**

The Agreement is hereby amended and modified in all relevant places to accomplish the intents and effects stated herein. All other provisions in the Agreement remain in full force and effect without interruption as herein amended. The parties agree to execute any documents and take any action reasonably necessary to carry out the intent of this amendment. Unless otherwise stated below, this amendment does not constitute or imply any waiver of any default, right or obligation that exists as of the date of this amendment or ratify or approve any conduct that occurred before the date of this amendment. The parties further agree that any reference to the Agreement includes this and all subsequent amendments.

**A1.03 Change in Contact Information.**

§1 (Parties and Schedule of information) is hereby amended under the address for County to provide that the contact person is Mimi Fujii-Strickler (775) 850-7431.

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**A1.04 Change in term.** § 1 (Parties and Schedule of Information) is hereby amended under Use Terms to read in its entirety as follows:

**Use Terms** City may use the Facility for a term from October 1, 2008, through April 30, 2010 and if City requests an extension not later than March 30, 2010 the term shall be automatically extended until April 30, 2011, subject to early termination rights as provided in § 6 (b) herein.

City may use the facility during the hours of 6:00 p.m. to 9:00 a.m. as a men's overflow homeless shelter for up to 60 occupants and two motor vehicles. By 9:00 a.m. each morning, all occupants must be moved and the Facility must be cleaned.

EXECUTED ON THE DATES INDICATED:

**COUNTY:**

Washoe County, a political subdivision of the State of Nevada, for the benefit of the Truckee River Flood Management Project

By David E. Humke  
David E. Humke, Chairman  
Board of County Commissioners

Date 5/26/09

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Attest:

By Amy Harvey  
Amy Harvey, County Clerk

Date 5/26/09

Approved as to form  
RICHARD GAMMICK, District Attorney

By melanie foster  
Gregory A. Salter, Deputy

Date 5-26-09

**CITY OF RENO**

By \_\_\_\_\_  
Robert A. Cashell, Sr.  
Mayor

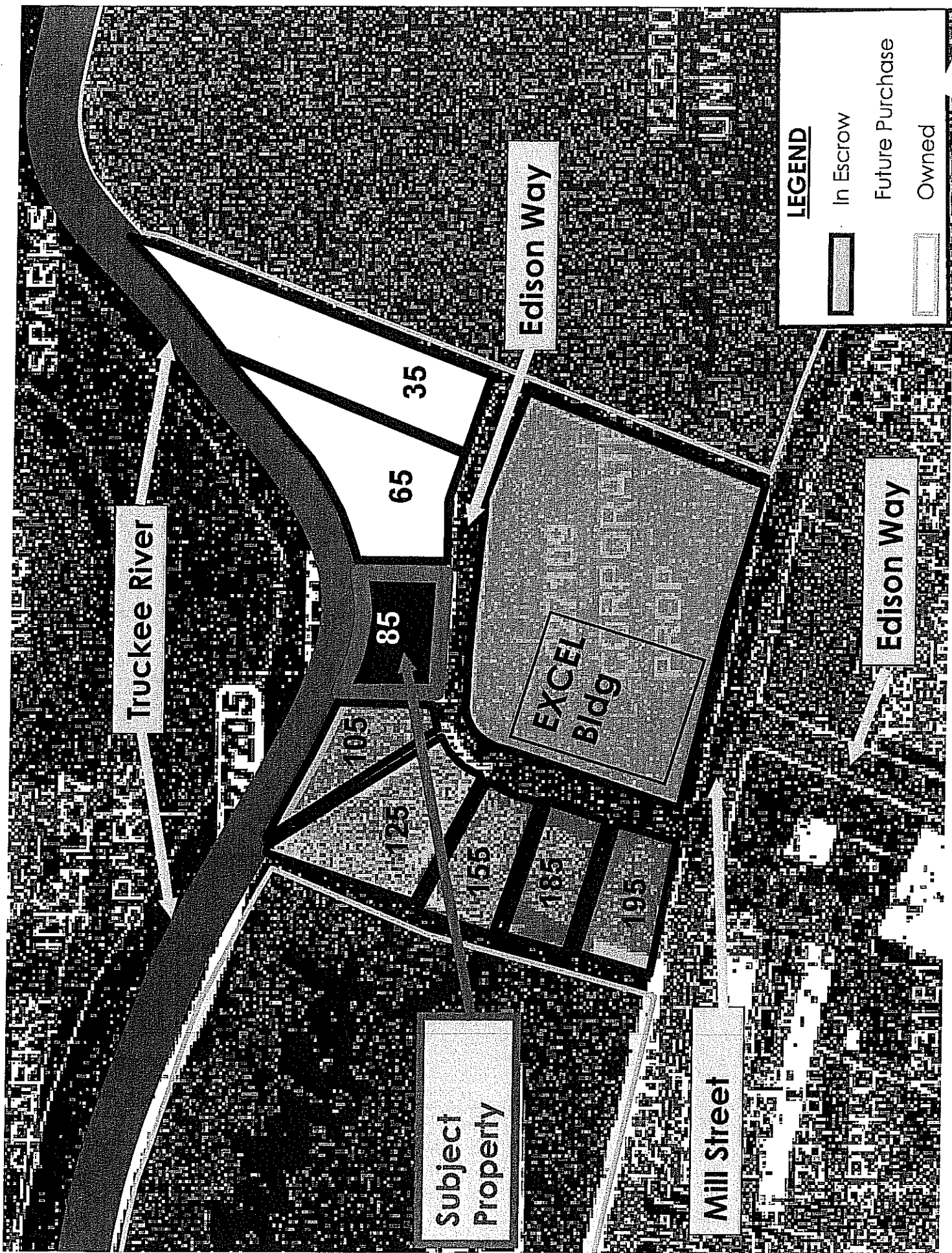
Date \_\_\_\_\_

Attest:

By \_\_\_\_\_  
City Clerk

Date \_\_\_\_\_

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09-538



REVISIONS:	BY:

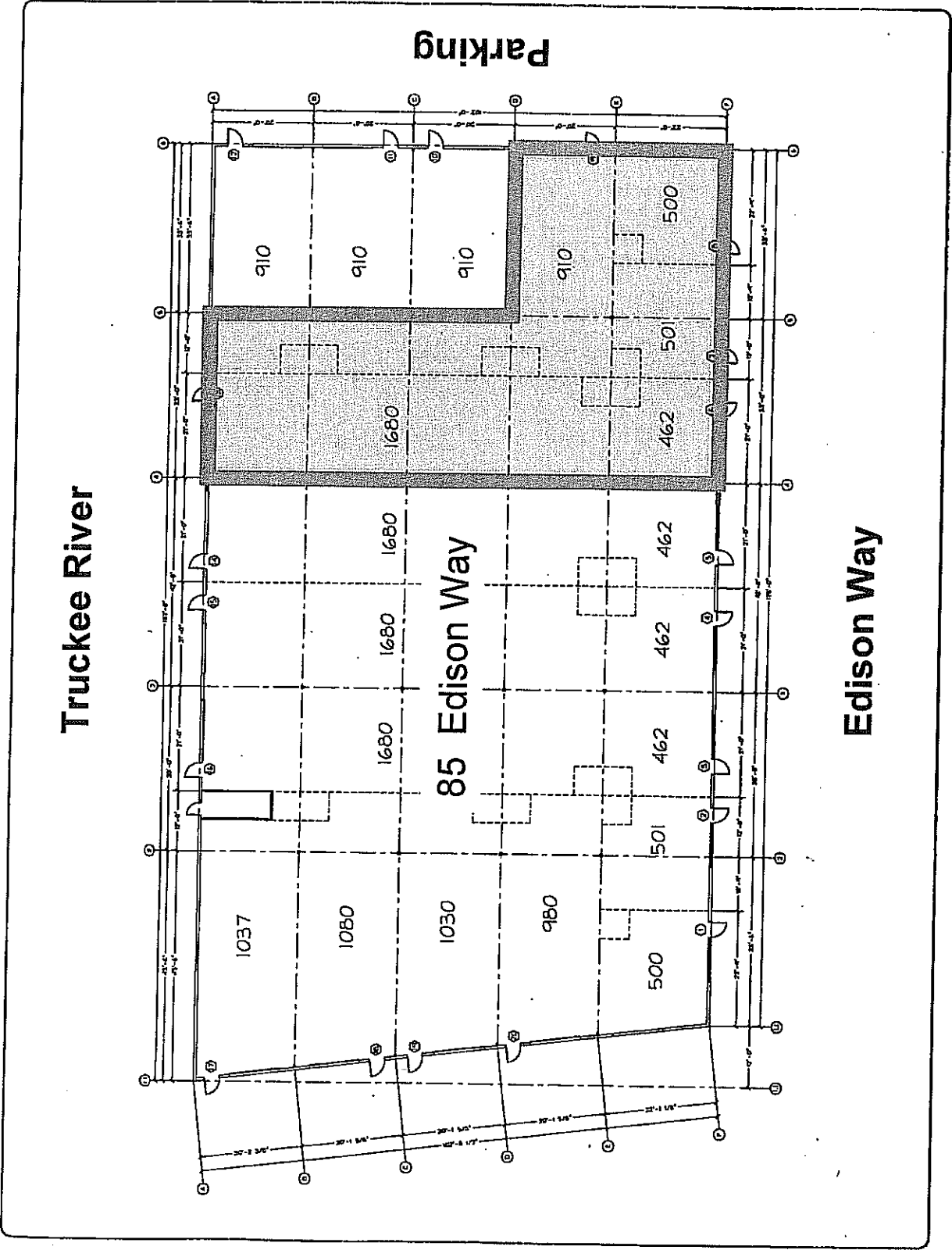
**EDISON INDUSTRIAL PARK**  
**THE RIBEIRO CORP.**  
**85 N. EDISON WAY**  
**FLOOR PLAN**

HERVADA CONTRACTOR  
 129 S. EDISON AVE.  
 LAS VEGAS, NV 89119  
 CALIFORNIA CONTRACTOR  
 37116  
 6480 S. MCCLURE  
 RENO, NV 89503



DATE	BY	REVISION

A-1



82560

AMENDMENT # 1 TO CONTRACT

**INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

**Between the State of Nevada  
Acting By and Through Its  
Department of Public Safety – Division of Parole and Probation  
555 Wright Way  
Carson City NV, 89711  
Phone 775-684-4698 Fax 775-684-4809**

**And  
Washoe County, on behalf of the  
Washoe County Sheriff's Office – Forensic Science Division  
911 Parr Blvd.  
Reno, NV 89512-1000  
Phone 775-328-2800 Fax 775-328-2831**

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

A. This amendment will extend the length of the agreement and increase the total amount of the Contract.

**Current Contract Language:**

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

7. **CONSIDERATION:** WASHOE COUNTY SHERIFF'S OFFICE-FORENSICS SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) with the DIVISION OF PAROLE AND PROBATION paying **one hundred fifty dollars and no cents (\$150.00) or the total amount actually collected from the P&P client for each DNA test performed.** The fee for the DNA test is to be collected by P&P. Payment will be made upon receipt of invoice with the total contract amount not to exceed **seventy-five thousand dollars and no cents (\$75,000.00).** Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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**Amended Contract Language:**

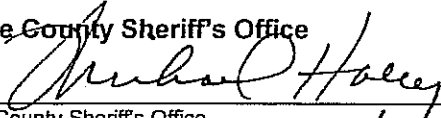
3. **CONTRACT TERM.** This contract shall be effective upon approval to June 30, 2011, unless sooner terminated by either party as set forth in this Contract.

7. **CONSIDERATION.** WASHOE COUNTY SHERIFF'S OFFICE-FORENSICS SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) with the DIVISION OF PAROLE and PROBATION PAYING **one hundred fifty dollars and no cents (\$150.00) or the total amount actually collected from the P&P client for each DNA test performed.** The fee for the DNA test is to be collected from the client by P&P. Payment will be made upon receipt of invoice. The total contract amount is not to exceed **one hundred and fifty thousand dollars (\$150,000.00); seventy-five thousand dollars and no cents (\$75,000.00) for fiscal years 2008/2009, from July 1, 2007 through June 30, 2009 and seventy-five thousand dollars and no cents (\$75,000.00) for fiscal years 2010/2011 from July 1, 2009 through June 30, 2011.** Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

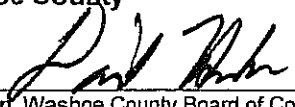
2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

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

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

**Washoe County Sheriff's Office**  
  
Washoe County Sheriff's Office  
Print Name: Michael Haley

4-28-09 Sheriff  
Date Title

**Washoe County**  
By:   
Chairman, Washoe County Board of County Commissioners  
Print Name: DAVID HUMKE

5/26/09 Chairman  
Date Title

ATTEST:  
  
Washoe County Clerk

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**Department of Public Safety**

\_\_\_\_\_  
Bernard Curtis Chief, Division of Parole & Probation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rick Gimlin, Chief Administrator, Administrative Services Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On \_\_\_\_\_  
Date

Approved as to form by:

\_\_\_\_\_  
Deputy Attorney General for Attorney General, State of Nevada

On \_\_\_\_\_  
Date

Exhibit A.

**INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

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

**Department of Public Safety – Division of Parole and Probation  
555 Wright Way  
Carson City, Nevada 89711  
775 684-4701**

**And**

**Washoe County, on behalf of the  
Washoe County Sheriff's Office - Forensic Science Division  
911 Parr Blvd.  
Reno, Nevada 89512  
775 328-2810**

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

WHEREAS, it is deemed that the services of **WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION** hereinafter set forth are both necessary to the **DEPARTMENT OF PUBLIC SAFETY – DIVISION OF PAROLE AND PROBATION (P&P)** and in the best interests of the State of Nevada;

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective July 1, 2007 to June 30, 2009, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until **thirty (30)** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal, State, or local funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

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7. CONSIDERATION. WASHOE COUNTY SHERIFF'S OFFICE-FORENSICS SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) with the DIVISION of PAROLE and PROBATION paying **one hundred fifty dollars and no cents (\$150.00) or the total amount actually collected from the P&P client for each DNA test performed. The fee for the DNA test is to be collected from the client by P&P.** Payment will be made upon receipt of invoice with the total contract amount not to exceed **seventy-five thousand dollars and no cents (\$75,000.00).** Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require

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

9. INSPECTION & AUDIT.

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

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

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

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

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

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

13. INDEMNIFICATION.

a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable

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attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

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

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

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

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

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

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

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

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

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

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

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

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ment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

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

Washoe County Sheriff's Office

Michael C. Harvey 1-16-08 Sheriff  
Washoe County Sheriff's Office Date Title

WASHOE COUNTY

By: Robert M. Larkin 2/12/08 Chairman  
Robert M. Larkin, Chairman, Washoe County Board of County Commissioners Date Title

ATTEST

Amy Harvey  
Washoe County Clerk

Department of Public Safety

John Gonska (P) 2-14-08  
John Gonska, Chief, Parole & Probation Division Date

Mark Teska 2/15/08  
Mark Teska, Administrator, Administrative Services Division Date

[Signature]  
Signature - Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On 3-11-08 Date

Approved as to form by:

[Signature]  
Deputy Attorney General for Attorney General, State of Nevada

On 2-14-08 Date

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**ATTACHMENT A: SCOPE OF WORK**

**DNA TESTING**

**DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF PAROLE AND PROBATION  
AND**

**WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION**

**Parole and Probation:**

- Collect payments from probationers or parolees for completion of DNA testing per NRS 176.0916;
- Deposit money in a fund for genetic marker testing, created in the state general fund;
- Monthly – create a report identifying list of probationers or parolees and related amounts of money that have been paid to P&P for DNA testing;
- Download this report to a CSV (comma delimited) file;
- Send file via email to appropriate Washoe County Sheriff's Office Forensic Science Division employee;
- Pay one hundred fifty dollars and no cents (\$150.00), or the total amount actually collected from the P&P client for each DNA test performed, to the Washoe County Sheriff's Office for each biological specimen submitted to the Washoe County Sheriff's Office for DNA testing.

**Washoe County Sheriff's Office Forensic Lab:**

- Conduct an analysis of each biological specimen obtained from a Parole and Probation offender and submitted to Washoe County Sheriff's Office, to determine the genetic markers of the specimen;
- Cross check list of Parole and Probation offenders with samples received;
- Based on list and monies paid to Parole and Probation, create invoice for payment of DNA testing services;
- Send invoice to Parole and Probation for payment.

In the event of notice, the following are to be notified:

For the State of Nevada, Department of Public Safety:

Contracts Manager  
Department of Public Safety, Administrative Services Division  
555 Wright Way  
Carson City NV 89711-0200

For the ~~Las Vegas Metropolitan Police Department~~

*WASHOE COUNTY SHERIFF'S OFFICE*  
Director of Lab Services, Forensic Laboratory  
Washoe County Sheriff's Office, Forensic Science Division  
911 Parr Blvd.  
Reno, Nevada 89512

09-539

4/16/08  
PB



# RESOLUTION

WHEREAS, Washoe County is a member of the Local Emergency Planning Committee and is a subgrantee of State Emergency Response Commission (SERC) consisting of the State Emergency Response Commission (SERC) Grant Program award in the amount of \$33,994.00, and

WHEREAS, For the grant listed above, Washoe County is either the recipient of grant funds for individual items for use of Washoe County, or is fiscal agent for other government entities or nonprofit organization that are also members of LEPC; and

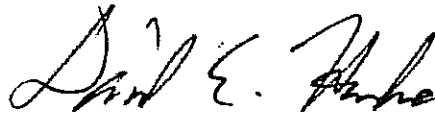
WHEREAS, NRS 244.1505 allows the Board of County Commissioners of Washoe County to make a grant of public money for any purpose which will provide a substantial benefit to the inhabitants of Washoe County; and

WHEREAS, Washoe County as fiscal agent for the other government entities or nonprofit organizations that are members of LEPC desires to pass through funds and grant assurances from the State grants as described on the attached grant award administrative grid for the uses herein and therein described; and therefore, be it

RESOLVED, That the Washoe County Board of Commissioners hereby grants to the government entities (other than Washoe County agencies for which the Board has accepted funds from the awards) and nonprofit organizations as listed on the attached grant award administrative grid, as a pass through of the amounts shown and for the uses shown thereon, finding that said amounts and uses will provide a substantial benefit to the inhabitants of Washoe County and the Board authorizes the County Manager, or her designee, to sign subgrants with the entities listed on the attached grant award administrative grid, which subgrants, herein incorporated by reference, will set forth the maximum amount to be expended under the subgrants, the use and purposes of the subgrants, and the conditions, limitations and the grant assurances of the subgrants.

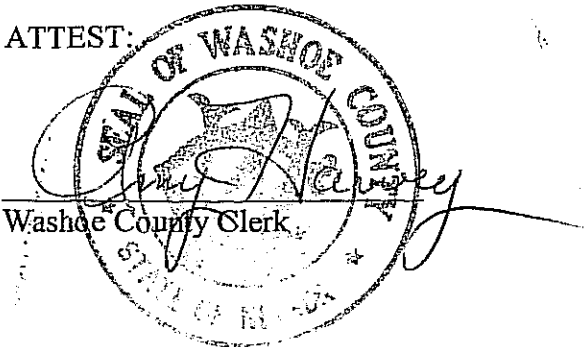
09-545

ADOPTED this 26th day of May, 2009.



David E. Humke, Chairman

ATTEST:



Washoe County Clerk

INTERLOCAL AGREEMENT  
FOR DIVISION OF WATER SERVICE AREAS

1) PARTIES

This Interlocal Agreement ("Agreement") is entered into between Washoe County, a political subdivision of the State of Nevada, (the "County"), and South Truckee Meadows General Improvement District, a governmental subdivision of the State of Nevada and a quasi-municipal corporation organized under Chapter 318, Nevada Revised Statutes ("STMGID"), collectively (the "Parties"), or individually ("Party"). In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

2) RECITALS

2.1 The Parties are public agencies as defined in NRS 277.100(1)(a).

2.2 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.

2.3 The Parties, as public agencies, each own and operate public water facilities providing water service to certain unincorporated, and/or incorporated, areas located within Washoe County, Nevada.

2.4 STMGID desires to exclude and de-annex certain geographical areas from its present service territory.

2.5 The County desires to include and annex into its present service territory all of the geographic areas to be excluded and de-annexed by STMGID.

2.6 STMGID desires to limit its service territory to the geographical boundaries as provided in this Agreement, without any further inclusion or annexation of new territory outside such geographical boundaries.

2.7 The County desires to expand its service territory and provide water service, to the extent practicable, in the service area which, prior to the Effective Date of this Agreement, would have been included and annexed into STMGID's service territory.

2.8 Each Party desires to provide for the perpetual wheeling of water through its respective water facilities for the benefit of the other Party, and, where appropriate for the mutual benefit of the Parties, to further and accomplish the goals set forth above. The terms "wheeling" or "wheel" as used herein shall mean the use by one Party of the other Party's facilities to transport, store or exchange water, or any combination thereof, to service connections not served by the other Party. The Parties do not intend to serve the water that is being wheeled through the other Party's system to the customers of the other Party.

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3) RIGHTS AND DUTIES

3.1 STMGID

3.1.1 STMGID's service territory and geographical boundaries, as of the Effective Date of this Agreement (as defined in Section 4.6 below), shall remain unchanged until amended or modified as required by law, including but not limited to the provisions of NRS 318.257, to partially or fully conform to the boundaries set forth in Exhibit 1. STMGID shall take any further action required and execute any additional documents necessary to redefine and limit STMGID's service territory, to the extent possible, to conform to the boundaries set forth in Exhibit 1.

3.1.2 STMGID shall take any further action required and execute any additional documents necessary to redefine and limit its service territory as set forth in Exhibit 1, and accomplish all goals set forth in the above Recitals. For any property that is approved by STMGID, and petitions for and accepts exclusion and deannexation, all associated connection fees or dedicated infrastructure will be transferred to the County for service to such property.

3.1.3 To the extent that STMGID owns water rights not required to maintain and provide customer service, and meet all State of Nevada requirements, as set forth in Section 3.2.1 below ("excess water rights"), STMGID shall have the right to exchange, lease, or sell such excess water rights as may be determined by STMGID's Board of Trustees and approved by the State Engineer.

3.1.4 STMGID shall allow the County to "wheel" water through any STMGID facilities, without the intent to serve STMGID customers, to the extent that STMGID has capacity that is not used by STMGID customers.

3.1.5 To the extent that capacity for wheeling required by the County does not exist in STMGID's facilities, STMGID will fully cooperate with the County to construct required new facilities and share the cost on a pro-rata basis according to use.

3.1.6 STMGID shall be compensated by the County for the wheeling of water by the County as follows:

- (1) a one-time facility connection charge based on the STMGID connection fees in effect at the time of service; and,
- (2) a monthly fee based upon the number of customers the County serves via wheeling, multiplied by the average monthly STMGID cost per customer for operation and maintenance of the storage and transmission, plus depreciation or replacement and repair cost. Cost shall be determined on a biannual basis.

3.1.7 If the County elects to build new water facilities for which the County has paid STMGID the one-time water facility connection charges set forth in paragraph 3.1.6, then STMGID shall refund the connection fees plus interest to the County.

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3.1.8 If the County elects to build new water facilities for which the County has paid STMGID connection fees, the County shall provide STMGID with a six-month written notice of the County's intent.

### 3.2 The County

3.2.1 A list of water rights dedicated to the County by developers and property owners, pursuant to Article 422 of the Washoe County Development Code, to support water service for projects within the STMGID's service territory prior to the Effective Date of this Agreement is attached hereto as Exhibit 2. To the extent that such water rights are committed to support service to property which will remain within STMGID's service territory, as set forth in Exhibit 1 subject to the exclusion requirements of NRS 318.257, the County acknowledges that it deems such water rights to be held "in trust" for the sole beneficial use of STMGID to serve its water customers. Water rights dedicated to support water service for property that is excluded from STMGID will remain committed to support water service to such property. In addition, all associated connection fees and dedicated infrastructure will be transferred to the County for service to such property.

3.2.2 To the extent that STMGID owns water rights not required to maintain and provide customer service, and meet all State of Nevada requirements, as set forth in Section 3.2.1 above, the County acknowledges that STMGID shall have the right to exchange, lease, or sell such excess water rights as may be determined by STMGID's Board of Trustees and approved by the State Engineer.

3.2.3 The County shall cooperate and assist STMGID to take any further action required and shall execute any additional documents necessary to redefine and limit STMGID's service territory as set forth in Exhibit 1, subject to the requirements of NRS 318.257, and accomplish all goals set forth in the above Recitals.

3.2.4 The County shall allow STMGID to wheel water through any County facilities, without the intent to serve County customers, to the extent that the County has capacity that is not used by County customers.

3.2.5 To the extent that capacity for wheeling required by STMGID does not exist in the County's facilities, the County will fully cooperate with STMGID to construct required new facilities and share the cost on a pro-rata basis according to use.

3.2.6 The County shall be compensated by STMGID for the wheeling of water by STMGID as follows:

- (1) a one-time facility connection charge based on the County connection fees in effect at the time of service. ; and,
- (2) a monthly cost based upon the number of customers the County serves via wheeling,

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multiplied by the average monthly cost per customer for operation and maintenance of the storage and transmission plus depreciation or replacement and repair cost. Cost shall be determined on a biannual basis.

3.2.7 If STMGID elects to build new water facilities for which STMGID has paid the County the one-time water facility connection charges set forth in paragraph 3.2.6, then the County shall refund the connection fees plus interest to STMGID.

3.2.8 If STMGID elects to build new water facilities for which STMGID has paid the County connection fees, STMGID shall provide the County with a six-month written notice of STMGID's intent.

### 3.3 Exchange and Emergency Water Supply

3.3.1 The term "emergency situation" as used herein shall mean loss of primary water supply or source caused by breakdown of machinery or equipment, power outages, industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, droughts, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of government and peoples, court orders, civil disturbances, explosions, and any other causes, whether of the kind herein enumerated or otherwise, not within the reasonable control of the Party claiming the emergency and which by the exercise of due diligence such Party is unable to prevent or overcome. The terms "exchange" or "exchanged water" as used herein shall mean water that is supplied by one Party to the other Party in other than an emergency situation.

3.3.2 In the event of an emergency situation, and if sufficient water supplies and distribution capacity exist in the other Party's system, the Party experiencing the emergency shall have the right to take delivery of emergency water at the points of connection between the Parties' water distribution systems.

3.3.3 The term "Receiver" as used herein shall mean the Party that requires delivery of emergency or exchanged water supplies.

3.3.4 The term "Supplier" as employed herein shall mean the Party that has available water supplies and distribution capacity to deliver water to the Party requiring the water.

3.3.5 At each point of interconnection ("Intertie"), metering facilities will be installed at the expense of the Receiving Party desiring water supplies under this Agreement. Each Party shall be responsible for paying for all facility improvements necessary to provide the water service requested hereunder. The expenses for new facilities, including metering, shall be pro-rated as appropriate. All facilities installed hereunder shall remain the property of the Party paying for the same on a proportionate basis.

3.3.6 Each Party will at all times be solely responsible for maintenance of its retail distribution system including, but not limited to, storage, fire flows, peak flows, minimum pressure requirements, leak repairs, and maintenance of

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water quality supplied hereunder within the respective water systems.

3.3.7 The Supplier reserves the right to exercise flow control measures into the Receiver's system at any time in order to protect the integrity of the Supplier's system, and the cost for installing any control facilities to regulate or limit flows into the Receiver's system shall be the Supplier's responsibility.

3.3.8 The water service to be provided hereunder shall not drive the need for either Party to expand system capacity (e.g., water treatment facilities, water distribution facilities or new wells) to implement the terms contemplated by this Section 3.3.

3.3.9 Each Party shall exercise reasonable care and diligence to protect the integrity of its respective water system so that water service to either Party's customers is not jeopardized in any manner.

3.3.10 In the event additional delivery points and metering facilities are required in the future, after written notification and request by either Party for additional delivery points and metering facilities, the same shall be subject to negotiation by the Parties and shall be considered an amendment to this Agreement.

3.3.11 On a calendar year basis, water used by each Party will be totaled. If the total amount of water used by one Party exceeds the amount of water used by the other Party, the Party owing water will, on or before June 30 of the succeeding year at the discretion of the Supplier, will either:

- (1) deliver an amount of water equal to the amount of water over and above that used by the other Party through Intertie(s) specified by the Supplier; or
- (2) pay the other Party an amount equal to the other Party's Large Volume Resale rate in effect at the time of payment multiplied by the amount of water over and above that used by the other Party.

3.3.12 After written notification, alternative methods and timing of repayment of owed water are subject to negotiation and agreement by the Parties.

3.3.13 Each Party shall make its best efforts to deliver water to meet situations that may exist, subject to such Party's ability to adequately protect the integrity of service to its own water customers.

3.3.14 At the onset of an emergency situation, the Receiver must notify the Supplier of the emergency situation that requires (or may require) the Supplier to deliver water in excess of any firm quantities of water otherwise delivered to the Receiver. Notification will be made forthwith, verbally or by telephone, upon becoming aware of the emergency. This notification shall specify the nature of the emergency and the time it began, the estimated quantity of water to be delivered under this Section 3.3, and the estimated period of time the emergency is expected to last. Upon resolution of the emergency

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situation, the Receiver shall similarly notify the Supplier verbally or by telephone.

3.3.15 Each Party reserves the right, upon notification, as set forth below, to reduce, curtail or suspend deliveries under the terms of this Section 3.3 should conditions arise that impede or prevent the ability to treat and deliver water supplies. It shall be the Supplier's sole judgment whether such curtailment or interruption is necessary, and the Supplier shall not be liable for damages on account of any curtailment or interruptions of delivery. Whenever curtailment or interruption of water delivered hereunder is required in the Supplier's sole judgment, the Supplier shall verbally or by telephone provide notice to the Receiver forthwith. Such notification by the Supplier shall specify the nature of the condition, the anticipated impact on water deliveries to the Receiver, and the estimate of the duration of the curtailment. The Supplier will resume deliveries of water under the terms of this Section 3.3 as quickly as possible and shall notify the Receiver verbally or by telephone of the time at which restoration of service is to be made.

#### 4) MISCELLANEOUS PROVISIONS

4.1 This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns.

4.2 This Agreement is made in, and shall be governed, enforced and construed under the laws of the State of Nevada.

4.3 This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior understandings and agreements, whether verbal or in writing, with respect to the subject matter hereof.

4.4 This Agreement may not be modified, terminated, or amended in any respect, except pursuant to an instrument in writing duly executed by the Parties.

4.5 No delay or omission by either party in exercising any right or power hereunder shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in a written instrument duly executed by the person granting such waiver. A waiver of any person of any of the covenants, conditions, or agreements hereof to be performed by any other party shall not be construed as a waiver of any succeeding breach of the same or any other covenants, agreement, restrictions or conditions hereof.

4.6 This Agreement may be terminated at any time by mutual consent of both parties in writing upon one hundred twenty (120) days written notice to the other party. If this Agreement is terminated by the County or STMGID the Parties shall furnish the services necessary to continue normal operations for a period of sixty (60) days after the termination date.

4.7 This Agreement is effective upon the date the last signing party signs this Agreement ("Effective Date"), and shall

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terminate on \_\_\_\_\_, subject to modification and/or extension by written agreement of the Parties in the form of an Amendment to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

SOUTH TRUCKEE MEADOWS  
GENERAL IMPROVEMENT DISTRICT

WASHOE COUNTY, NEVADA

David Thib 5/12/09  
Chairman  
Board of Trustees

David Thib  
Chairman  
Board of County Commissioners

ATTEST:

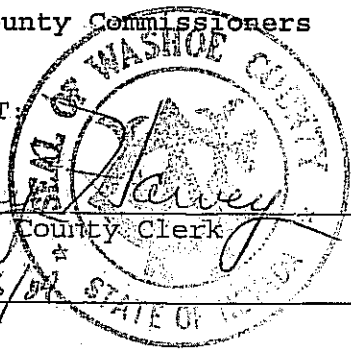
ATTEST:

Amy Harvey Chief Deputy  
for AMY HARVEY, County Clerk

Amy Harvey  
AMY HARVEY, County Clerk

Date: 5/12/09

Date: 5/26/09



ACKNOWLEDGED:  
SOUTH TRUCKEE MEADOWS  
GENERAL IMPROVEMENT DISTRICT

[Signature]  
Chairman  
Local Managing Board

Exhibit 1  
[STMGID'S service territory and geographical boundaries]

Exhibit 2  
[Water rights dedicated to the county by developers and property owners to support water service for projects within the STMGID'S service territory prior to the effective date of this agreement]

09-5550



**INTERLOCAL AGREEMENT  
BETWEEN THE COUNTY OF WASHOE AND  
THE REGIONAL TRANSPORTATION COMMISSION  
REGARDING FUNDING OF THE SIERRA SPIRIT BUS LINE**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between the Regional Transportation Commission of Washoe County (hereinafter "RTC") and Washoe County, a political subdivision of the State of Nevada (hereinafter "County").

**RECITALS**

WHEREAS, Sierra Spirit is a free, RTC sponsored bus service which shuttles residents and visitors in and around downtown Reno on Virginia Street between Second Street and the northern end of UNR to Mackay Stadium and around the Lawlor Events Center;

WHEREAS, the estimated cost to operate the Sierra Spirit for the fiscal year beginning July 1, 2008 is \$1,161,586;

WHEREAS, RTC is looking for partners to contribute up to one third of these costs if the service is to continue;

WHEREAS, the County budgeted \$121,000 to support the Sierra Spirit from July 1, 2008, through June 30, 2009; and

WHEREAS, NRS 277.180(1) requires that the interlocal agreement fully set forth the purposes, powers, rights, objectives and responsibilities of the contracting parties, and be ratified by appropriate official action of the governing body of each party to the contract as a condition precedent to its entry into force.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into the Agreement by this reference, the parties mutually agree as follows:

1. **SERVICES.** RTC shall continue to operate the Sierra Spirit as a free service shuttling residents and visitors in and around downtown Reno for the period between July 1, 2008 and June 30, 2009. During the remaining term of this Agreement, RTC agrees not to change the existing bus route, reduce hours of operation, or charge passengers a fare to ride the Sierra Spirit bus line, without the prior written approval of the County. A map of the service area and hours of operation are attached hereto as Exhibit A and incorporated by reference.
2. **TERM OF AGREEMENT.** By execution of this Agreement, County grants to RTC specific authorization to proceed with the services described in Section 1 of this Agreement. Unless RTC partners fail to meet their respective monetary commitments, the RTC agrees to continue with the services identified in Section 1 above, until conclusion of services as authorized by the County, or until June 30, 2009, whichever comes first.

04-554

3. COMPENSATION. The total cost to County for the performance of the services set forth in Section 1 shall be One Hundred Twenty-One Thousand and no/100 Dollars (\$121,000.00), payable in full thirty (30) days from the Effective Date of this Agreement.
4. INDEMNIFICATION. The RTC shall defend, hold harmless and indemnify the County and all officers and employees of the County from all costs and claims for damages to real or personal property, or personal injury to any third party, resulting from the negligence of the RTC, its employees, or its agents, arising out of the performance of the services set forth in Section 1 of this Agreement.

5. NOTICE. Notices required under this Agreement shall be given as follows:

To RTC:                    Executive Director  
                                  Regional Transportation Commission  
                                  of Washoe County  
                                  P O Box 30002  
                                  Reno, NV 89520

To COUNTY:                Washoe County Manager  
                                  1001 E 9<sup>th</sup> St  
                                  P O Box 11130  
                                  Reno, NV 89520-0027

6. NO THIRD-PARTY RIGHTS. The parties expressly disclaim the creation of any right in any third party whatsoever under this Agreement. There are no third-party beneficiaries. The only persons who may enforce this Agreement and have any rights under this Agreement are the County and RTC.
7. SEVERABILITY. If any section, subsection, clause, phrase, or word of this Agreement is for any reason held invalid, unenforceable or unconstitutional by any Court of competent jurisdiction, such section, subsection, clause, phrase, or word shall be deemed a separate, distinct and independent provision and such holding shall not negatively affect the validity of the remaining portions of this Agreement.
8. JURISDICTION. This Agreement shall be administered and interpreted under the laws of the State of Nevada. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.
9. VENUE. Any dispute that is not resolved between the parties must be brought in a Court of appropriate jurisdiction in Washoe County, Nevada.
10. ENTIRE AGREEMENT. This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement. No purported oral amendment to this Agreement shall be valid.

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IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement the day and year first written above.

WASHOE COUNTY

By: *David Harbor* 5/26/09

ATTEST:

By: *Amy Harvey*  
Washoe County Clerk

APPROVED AS TO FORM ONLY

Richard A. Gammick  
Washoe County District Attorney

By: *Melanie Foster*

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

By: \_\_\_\_\_  
Derek W. Morse, P.E.  
Interim Executive Director

APPROVED AS TO LEGALITY

By: \_\_\_\_\_  
A. Stanyan Peck,  
RTC Chief Legal Counsel

09-55-6

Sales Order: 99-030451

Invoice Date: 03/18/2009  
Due Date: 04/17/2009

Sold To: WASHOE COUNTY COMPTROLLER  
P.O BOX 11130  
ATTN: PAT POWELL  
RENO, NV 89520

Ship To: WASHOE COUNTY COMPTROLLER  
WASHOE COUNTY MANAGER'S OFFICE  
1001 EAST 9TH STREET  
PO BOX 11130  
RENO, NV 89520

Currency: USD

ORDER DATE	SALES REPRESENTATIVE	TERMS	DELIVERY TERMS	SHIP VIA	CUSTOMER PURCHASE ORDER		
03/18/09		NET 30					
LINE	ITEM/DESCRIPTION	REV	DUE DATE	U/M	INVOICE QUANTITY	NET UNIT PRICE	EXTENDED PRICE
1	SIERRA SPECIAL SERVICE FARES SO Line: 1  Sierra Spirit Bus Program  Washoe County's portion of Sierra Spirit operating assistance for July 1, 2008 to June 30, 2009 (FY09)			EA	1.0000	\$121,000.0000	\$121,000.00
Remit To: REGIONAL TRANSPORTATION COMMISSION TAX ID NO. 88-0209587 P.O. BOX 30002 RENO, NV89520-3002						Subtotal :	\$121,000.00
						Total Tax/VAT:	\$0.00
						Total Amt :	\$121,000.00

955-60