

BOARD OF COUNTY COMMISSIONERS, WASHOE COUNTY, NEVADA

TUESDAY

10:00 A.M.

SEPTEMBER 8, 2009

PRESENT:

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

Amy Harvey, County Clerk
Katy Simon, County Manager
Paul Lipparelli, Legal Counsel

The Board convened at 10:03 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

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

09-942 AGENDA ITEM 3 – COMMUNITY RELATIONS

Agenda Subject: “Proclamation--United We Serve (All Commission Districts.)”

Commissioner Breternitz read and presented the Proclamation to Kathy Carter, Community Relations Director. Ms. Carter remarked in conjunction with the “United We Serve” recognition, Washoe County would hold a “United We Serve Volunteer Opportunity Fair” scheduled for September 12, 2009 at Meadowood Mall. She noted there would be over 20 community agencies involved in the Volunteer Fair. Ms. Carter thanked the volunteers who helped coordinate the event, many of whom who were present in the audience.

In response to the call for public comment, Sam Dehne commented on the Proclamation.

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

09-943 AGENDA ITEM 4 – COMMUNITY RELATIONS

Agenda Subject: “Proclamation--September 6-12, 2009 as Suicide Prevention Week (requested by Commissioner Jung). (All Commission Districts.)”

Commissioner Jung read and presented the Proclamation to Misty Allen, Suicide Prevention State Coordinator. Ms. Allen thanked the Board for their recognition. She announced a walk was scheduled for survivors to hopefully show that suicide can be prevented. Ms. Allen noted the Office was awaiting the results of a \$1.5 million grant application from the Substance Abuse and Mental Health Services Administration for use of suicide prevention that could dramatically impact the County.

In response to the call for public comment, Sam Dehne stated suicide prevention needed to be recognized all the time, not just in a particular month.

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

09-944 AGENDA ITEM 5 – TECHNOLOGY SERVICES

Agenda Subject: “Proclamation--October as “Cyber Security Awareness Month”. (All Commission Districts.)”

Cory Casazza, Chief Information Management Officer, read the Proclamation. Chris Long, Sr. Network Engineer, emphasized all citizens needed to be aware of and fully understand cyber-security.

In response to the call for public comment, Sam Dehne applauded staff for bringing the security aspects forward.

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

09-945 AGENDA ITEM 6

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

Gary Nielsen spoke about an incident he had concerning the Waste Management Transfer Station in Stead and the amount he was charged for a load of weeds and brush that he had removed for defensible space from his property. He remarked he was charged an exorbitant amount for the material and felt Waste Management should consider their charges.

Doris Phelps presented a "Certificate of Appreciation" to the Board for their support and generosity during the "Great Peanut Butter Challenge." She noted the employees of Washoe County, the Cities of Reno and Sparks and fans of the Reno Aces Baseball Team contributed 22 boxes of Peanut Butter, which would serve the equivalent of 31,680 sandwiches.

On behalf of County employees, the Board and the public, Chairman Humke accepted the Certificate.

Sam Dehne addressed the Board on several issues.

09-946 AGENDA ITEM 7

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

Katy Simon, County Manager, explained Agenda Item 12 would be an overview of social media, but in order for further review, Board action was not required at the present time.

Commissioner Larkin remarked a constituent had spoken to him and indicated there was an increase of illegal dumping in the Spanish Springs hills area. He requested a report from the County Manager on any assistance the County could provide to that Homeowners Association (HOA). Commissioner Weber commented the Illegal Dumping Task Force worked with HOA's and said contact from that Task Force could be made with the affected HOA in Spanish Springs.

Commissioner Weber said she had spoken to Gary Nielson over his concerns about Waste Management and requested an agenda item concerning the Waste Management Transfer Station fees. She remarked she had been discussing a possible gathering place for senior citizens in Cold Springs and requested a future agenda item to update the Board on those discussions. She announced an "Ice Cream Social" was planned for September 11, 2009 to find volunteers for such an endeavor. Commissioner Weber requested that the Attorney-Client meeting scheduled for 4:00 p.m. be changed to 5:30 p.m.

Chairman Humke said the first of two meetings, which would be hosted at citizen's homes, had been scheduled to discuss concerns and issues with the Sierra Fire

Protection District, the Truckee Meadows Fire Protection District and the Reno Fire Department.

Commissioner Jung requested a listing of fines for burning weeds and brush and the fine for a person who was apprehended for illegal dumping. She also requested for each Commission meeting a bulleted list of agenda items that had donations.

Commissioner Breternitz requested a schedule of events for the development of the Special Assessment District (SAD) concerning the Northgate area.

CONSENT AGENDA – ITEMS 8A THROUGH 8J

09-947 AGENDA ITEM 8A

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

There was no public comment on this item.

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

09-948 AGENDA ITEM 8B - ASSESSOR

Agenda Subject: “Approve roll change requests for adjustment for destruction of property, typographical, and clerical errors in the 2009/10, 2008/09, 2007/08, 2006/07, 2005/06 Personal Property Tax Rolls; and if approved, authorize Chairman to execute Order for same [\$84,941.68 cumulative amount of reduction in tax revenue]. (All Commission Districts.)”

There was no public comment on this item.

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

09-949 AGENDA ITEM 8C - TREASURER

Agenda Subject: “Adopt and execute Resolution directing the County Treasurer to give notice of the sale of properties subject to the lien of a delinquent special assessment; ratifying all actions previously taken; and providing other matters properly relating thereto [Washoe County Assessment District 21 - Cold Springs Sewer, Washoe County Assessment District 23 – Arrowcreek Water, Washoe County Assessment District 37 – Spanish Springs Sewer Phase 1A (additional

description of affected parcels contained in Exhibit A of Resolution)]. (Commission Districts 2, 4 and 5.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Chairman Humke, which motion duly carried, it was ordered that Agenda Item 8C be adopted, executed and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

09-950 AGENDA ITEM 8D – COMMUNITY DEVELOPMENT

Agenda Subject: “Appoint Richard Johnstone to fill an unexpired term as an At-Large member to June 30, 2010 on the Spanish Springs Citizen Advisory Board. (Commission District 4.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Chairman Humke, which motion duly carried, it was ordered that Richard Johnstone be appointed to fill an unexpired term as an At-Large member of the Spanish Springs Citizen Advisory Board with a term ending June 30, 2010.

09-951 AGENDA ITEM 8E – SOCIAL SERVICES

Agenda Subject: “Approve changes to the Regulations for Child Care Facilities in Washoe County to incorporate changes suggested by the Washoe County Health District, effective upon Board approval. (All Commission Districts.)”

There was no public comment on this item.

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

09-952 AGENDA ITEM 8F – INTERNAL AUDIT

Agenda Subject: “Acknowledge receipt of the Department of Building and Safety Audit Report. (All Commission Districts.)”

There was no public comment on this item.

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

09-953 AGENDA ITEM 8G – INCLINE CONSTABLE

Agenda Subject: “Accept donation [\$300] from Sierra Nevada College to the Incline Village Constable’s Office to help pay for training and security needs; and if accepted, direct Finance to make necessary budget adjustments. (Commission District 1.)”

On behalf of the Board, Commissioner Jung thanked Sierra Nevada College for their generous donation.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Chairman Humke, which motion duly carried, it was ordered that Agenda Item 8G be accepted and directed.

09-954 AGENDA ITEM 8H – JUVENILE SERVICES

Agenda Subject: “Approve Interlocal Agreement between the County of Washoe (Juvenile Services) and State of Nevada (Department of Transportation, DOT), to continue the relationship in which the State of Nevada DOT reimburses Juvenile Services for the cost of providing supervision for juveniles on the Work Program; and if approved, authorize Chairman to execute Interlocal Agreement. (All Commission Districts.)”

There was no public comment on this item.

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

09-955 AGENDA ITEM 8I – HUMAN RESOURCES

Agenda Subject: “Approve the Washoe County Volunteer Program and Policy; and if approved, approve transfer of Contingency funds as needed [not to exceed \$20,000] to Washoe County Sheriff’s Office to continue performing background checks on volunteers. (All Commission Districts.)”

There was no public comment on this item.

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

09-956 AGENDA ITEM 8J - FINANCE

Agenda Subject: “Approve Amendment No. 2 to the Interlocal Contract between the County of Washoe and State of Nevada (Department of Motor Vehicles), amending the scope of work for collection of fuel taxes indexed annually according to the Producer Price Index for Highway and Street Construction, pursuant to the provisions of Senate Bill 201; and if approved, authorize Chairman to execute Amendment No. 2. (All Commission Districts.)”

There was no public comment on this item.

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

09-957 AGENDA ITEM 9 – HUMAN RESOURCES

Agenda Subject: “Appearance: Sue Shea, Consultant Hay Group, Inc. Update on Washoe County’s job classification/compensation plan.”

Katey Fox, Acting Human Resources (HR) Director, commented the Board had requested the HR Department work with the Hay Group to compose a presentation about the classification/compensation methodology. She introduced Sue Shea, Hay Group, Inc. Consultant.

Ms. Shea conducted a PowerPoint presentation, which was placed on file with the Clerk, highlighting general practice, the six components of an Effective Classification and Compensation Plan, evaluation of work, job evaluation criteria, linking Pay-to-Job internally and externally and salary administration.

Commissioner Larkin asked if a re-evaluation had been engaged with other clients and what market trends were being seen. Ms. Shea indicated that re-evaluation had occurred over the past six months. However, because the market had been so unpredictable, the Hay Group had been revisiting the market every three months. Ms. Shea said there had been a need for premium paid positions and a consistent slow-down in management pay. Commissioner Larkin commented he looked forward to the recommendations that would be brought back to the Board and to see if it was time to revisit the County’s philosophy. Ms. Shea stated she would return with those recommendations toward the first of the year.

Commissioner Jung questioned why executives were excluded from the chart. Ms. Shea commented it was not unusual to pull executive positions for a separate report. Jim German, HR Manager, explained management positions had previously been addressed, so those were not included in this presentation. He indicated the County was not as competitive for higher management jobs. Commissioner Jung asked if that report

would be included in the forthcoming recommendations. Ms. Shea indicated that report would be addressed and included in the study and could also be included in the general report. Commissioner Jung inquired on the markets reviewed. Ms. Shea replied it was a blend of the Reno area and southern Nevada. Ms. Fox added the markets consisted of both public and private employers, including northern and southern Nevada, along with some California, Oregon and Washington markets.

Katy Simon, County Manager, commented the Board previously adopted a comparative market group approach and reviewed several factors that made those entities comparable to the County, such as comparable sized populations, communities and services. Commissioner Jung requested that be brought back to the Board for review. Ms. Shea stated the Board previously held a workshop that identified the key areas and stated it may be time to conduct another workshop.

In response to an inquiry from Commissioner Breternitz, Ms. Shea stated the following individuals sat on the Job Evaluation Committee: Brooke Howard, Sheriff's Office; Nicole Mertz, Public Health Nurse II; Carey Stewart, Division Director Juvenile Services; Jim German, HR Manager; Karen Kay, Program Coordinator Adult Services; John Sherman, Finance Director; and Bret Steinhardt, Senior Maintenance Technician General Services. Ms. Shea indicated job evaluation was the only function of the Committee.

Chairman Humke asked if employee groups were broken out separately for review. Ms. Shea commented the data could be divided in several ways. Chairman Humke asked if that had been part of the contract. Ms. Shea explained that process was still being defined.

Ms. Shea appreciated the opportunity to address the Board. She said this was a very rigorous and vital system and through the reclassification programs and market studies that vitality was maintained.

Ms. Fox thanked the Board for taking the time to review the classification and compensation programs.

Ms. Simon remarked that the State Legislature had twice recognized the County for their excellence and fairness of the compensation system.

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

11:17 a.m. The Board convened as the Board of Trustees for the South Truckee Meadows General Improvement District (STMGID).

11:27 a.m. The Board adjourned as the STMGID Board of Trustees and reconvened as the Board of County Commissioners.

BLOCK VOTE

The following agenda items were consolidated and voted on in a block vote: Agenda Items 13, 15, 16 and 17.

09-958 AGENDA ITEM 13 – JUVENILE SERVICES

Agenda Subject: “Recommendation to approve Intrastate Interlocal Contract between the State of Nevada (Department of Health and Human Services, Division of Child and Family Services) and Washoe County (Department of Juvenile Justice Services) to temporarily house juveniles under the jurisdiction of the State Youth Parole Bureau in the Wittenberg Hall Juvenile Detention facility, effective July 1, 2009 to June 30, 2011 [Washoe County to be reimbursed at a cost of \$110 per day per youth with a total contract not exceeding \$134,560 in Fiscal Year 2010 and \$134,560 in Fiscal Year 2011 to a maximum of \$269,120]; and if approved, authorize Chairman to execute Contract. (All Commission Districts.)”

There was no public comment on this item.

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

09-959 AGENDA ITEM 15 – PUBLIC WORKS

Agenda Subject: “Recommendation to accept a Community Development Block Grant award from the State of Nevada [\$408,214 - Washoe County’s in-kind match for this grant is estimated at \$69,314]; for the Sun Valley Sidewalk–Leon Drive Project; and if accepted, direct Finance to make appropriate budget adjustments. (Commission District 5.)”

There was no public comment on this item.

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

09-960 AGENDA ITEM 16 – PUBLIC WORKS

Agenda Subject: “Recommendation to approve sale of surplus equipment number 7858, a 2007 Caterpillar Model 140H Motor Grader, VIN CAT140HAPM03177 [\$160,178] and equipment number 7863, a 2007 Caterpillar Model 140H Motor Grader, VIN CAT0140HVAPM03712 [\$164,656] to Humboldt County Road Department, Winnemucca, Nevada in “As Is” condition in lieu of exercising the guaranteed buy-back option offered by Cashman Equipment Company at the time

of purchase; revenue from the sale will be deposited into the Public Works Equipment Services Fund (669). (All Commission Districts.)”

Commissioner Breternitz inquired about the Public Works Equipment Services Fund. Katy Simon, County Manager, explained it was an internal service fund where departments were charged internally for the use of vehicles and equipment.

There was no public comment on this item.

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

09-961 AGENDA ITEM 17 – PUBLIC WORKS

Agenda Subject: “Recommendation to award Base Bid and Alternate No. 1 for the Sparks Library and McGee Center Parking Lot Repairs project to the low, responsive, responsible bidder (staff recommends Marv McQuery Excavating) [\$210,123]; and if awarded, authorize Chairman to execute Contract for same. (Commission Districts 2 and 4.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 17 be awarded, authorized and executed.

09-962 AGENDA ITEM 11 – SHERIFF’S OFFICE

Agenda Subject: Introduction and first reading of an Ordinance amending the Washoe County Code by repealing provisions in Chapter 54 concerning Alarm Business, Alarm Systems and False Alarms, and by enacting new provisions relating to Alarm Businesses, Alarm Systems and False Alarms (Bill No. 1599). Schedule second reading for September 22, 2009. (All Commission Districts.)

Lieutenant Darin Balaam stated comments received concerning yearly permit fees were taken into consideration. He explained the Ordinance had been modified to mirror the Cities of Reno and Sparks, indicating that the County would be collecting all permit fees. He stated this would be efficient for the County and the alarm companies.

Chairman Humke stated as a result the Ordinance was harmonized and the regulated industry would not see a difference between the three entities. Lieutenant Balaam concurred.

There was no public comment on this item.

Bill No. 1599, entitled, "AN ORDINANCE AMENDING THE WASHOE COUNTY CODE BY REPEALING PROVISIONS IN CHAPTER 54 CONCERNING ALARM BUSINESS, ALARM SYSTEMS, AND FALSE ALARMS, AND BY ENACTING NEW PROVISIONS RELATING TO ALARM BUSINESSES, ALARM SYSTEMS AND FALSE ALARMS. (BILL NO. 1599)," was introduced by Commissioner Breternitz, the title read to the Board and legal notice for final action of adoption directed.

09-963 AGENDA ITEM 12 – COMMUNITY RELATIONS

Agenda Subject: “Presentation, discussion and possible direction on social media opportunities for Washoe County; possible acceptance of two social media policies applicable to County employees--the Washoe County Social Networking Policy and the Washoe County Use of Social Media Policy. (All Commission Districts.)”

Katy Simon, County Manager, explained staff would conduct a presentation on the social media opportunities for the County and would provide an overview of two social media policies applicable to County employees, the County social networking policy and the County’s use of social media policy. However, because more input was needed, staff would not be recommending Board action today.

Kathy Carter, Community Relations Director, conducted a PowerPoint presentation, which was placed on file with the Clerk, highlighting social media defined, who was using social media, opportunities for the County, examples of social media and social media policies for employees. She summarized that social media was an emerging technology that offered opportunities for the County to supplement the strategic communications, but since governments have different rules than the private sector, the County needed to be vigilant. However, social media would never replace face-to-face communication, which was what citizens expect from their government. Ms. Carter quoted *USA Today* as stating “be sure your face-to-face strategy was current. It appeared that despite all the hoopla surrounding social media and marketing, 87 percent of adults would rather deal with people face-to-face than through social networks.”

Chris Matthews, E-Government Information Officer, reviewed technical aspects that had been conducted. He displayed the County website that showed four significant icons. Mr. Matthews explained the Really Simple Syndication (RSS) feed structured data so other applications could easily use that data. He said with this RSS feed the County could ensure that the messages were consistent and timely throughout a number of different platforms. Mr. Matthews indicated social media could be attached to the access feeds and deliver messages automatically, which in turn, delivered the messages to users.

Ms. Carter indicated staff would return to the Board with the two policies that would be in compliance with the three existing policies that oversee internet and intranet use as well as the Code of Conduct and de minimis use. She commented social media was an opportunity to drive people to the County website.

Commissioner Breternitz stated he recognized the potential for social media, but asked if it was necessary for all County employees to have access and use of that application. Ms. Simon replied personal use by employees was prohibited; however, according to statute, there was allowance for de minimis use. She said prohibiting access to social media would mean prohibiting access to the internet, but there were certain applications that required internet access. Commissioner Breternitz asked how such a thing could be policed. Ms. Simon explained a password was required when entering the internet that was tracked, monitored and coded. Ms. Carter added there was also a monitoring of content that went with the internet/intranet use policy.

Commissioner Jung asked if staff collected citizen cell phone numbers to establish contact should there be an emergency. Mr. Matthews replied in conjunction with the City Watch Program, Emergency Management had a reverse 9-1-1 system in place, and the base of that system was collected from phone book records. As a supplement, citizens could also provide additional contact information. Commissioner Jung asked if the County had approached Google® to see if an advertisement could be placed on the County website. Ms. Carter stated she had reviewed iGoogle®, but would prefer to conduct more research.

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

09-964 AGENDA ITEM 14 – WATER RESOURCES

Agenda Subject: “Recommendation to approve U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement for Water Resources Investigations for continued operation and maintenance of stream and precipitation gages that support the Flood Early Warning System [USGS funding \$164,674.15 and local funding through Washoe County in the amount of \$216,863.35] retroactive July 1, 2009 to June 30, 2011; and if approved, authorize Chairman to execute Agreement. (All Commission Districts.)”

Commissioner Larkin said currently the Department of Water Resources (DWR) was responsible for the management of the Joint Funding Agreement. He explained the purpose of the Joint Funding Agreement was to pay for the gages that connect to the community Flood Early Warning System, where portions of that Plan were being housed with the Flood Project Coordinating Committee (FPCC). He said the FPCC Subcommittee recommended that the local government fees of \$216,863.35, equally distributed between the County and the Cities of Reno and Sparks, transfer to the FPCC. Then the 1/8 percent sales tax, as well as any additional fees, would begin picking up that rate rather than subdividing amongst the three entities.

Rosemary Menard, Water Resources Director, explained conversations had begun for the possibility of transferring this program from DWR to the FPCC. Subsequently, this had been re-engaged and Naomi Duerr, FPCC Coordinator, had been given direction to work with DWR to review. She stated this project was currently funded

from the General Fund resources for regional water planning activities. Ms. Menard said in conjunction with next year's budget this would be brought back to the Board.

Commissioner Larkin said once the agreement was in place there would be the opportunity to retroactively handle reimbursements to the County and the two Cities from the general funds.

There was no public comment on this item.

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

09-965 AGENDA ITEM 18 - MANAGER

Agenda Subject: "Introduction and first reading of an Ordinance amending Chapter 21 (Miscellaneous and Additional Taxes) establishing a fee on the commencement of any civil action or proceeding in the District Court for which a filing fee is required and on the filing of any answer or appearance in any such action or proceeding for which a filing fee is required; and providing for the collection, accounting and use of such fees for court security or certain capital costs; and other matters properly related thereto. (All Commission Districts.)"

Chairman Humke said he was attempting to understand the interplay between AB 64 and AB 65. He recalled that the bills were introduced in the Legislature by Chief Justice Hardesty and were to defray the costs to the State to expand two additional court departments. Chairman Humke said under AB 65 there was a provision for court staffing, renovation, capital costs, debt services, furniture and fixtures, equipment and technology for the new judicial positions. He asked if those filing fees were gathered and sent to the State, would the State pay for the District Court Judge salary. Howard Conyers, Court Administrator, replied those funds were gathered that way, except for the first six months of the biennium, when those fees would be used to pay for personnel costs. He said the Legislature felt that was needed to get through the difficult biennium and then arrive at a normal pattern of funding in the next biennium.

Chairman Humke questioned if it was the intent of the Legislature to have a split so that the locals responsible for funding all other costs of the court avail themselves of those filing fees to pay for the staffing costs, etc. Mr. Conyers replied that after the initial six months that would be the case. He said after the first year the County would regenerate approximately \$1.2 million through that fee increase which would be available to the Second Judicial District. Mr. Conyers indicated this was intended to be a permanent fee increase and a partial solution.

Mr. Conyers remarked the Eighth District had already enacted and began collecting the security fee allowed by AB 64. He said staff was optimistic that the estimate of \$140,000 generated by this fee would be met in subsequent years. Chairman

Humke said concerning AB 64, what were the permissible security costs paid through this fee increase. Mr. Conyers replied the security costs that were in addition to those already incurred.

Bill No. 1600, entitled, "**AN ORDINANCE AMENDING CHAPTER 21 (MISCELLANEOUS AND ADDITIONAL TAXES) ESTABLISHING A FEE ON THE COMMENCEMENT OF ANY CIVIL ACTION OR PROCEEDING IN THE DISTRICT COURT FOR WHICH A FILING FEE IS REQUIRED AND ON THE FILING OF ANY ANSWER OR APPEARANCE IN ANY SUCH ACTION OR PROCEEDING FOR WHICH A FILING FEE IS REQUIRED; AND PROVIDING FOR THE COLLECTION, ACCOUNTING AND USE OF SUCH FEES FOR COURT SECURITY OR CERTAIN CAPITAL COSTS; AND OTHER MATTERS PROPERLY RELATED THERETO,**" was introduced by Chairman Humke, the title read to the Board and legal notice for final action of adoption directed.

There was no public comment on this item.

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Later in the meeting, on motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 18 be reopened.

Amy Harvey, County Clerk, indicated due to a clerical error an incorrect bill number had been read earlier. She read the correct bill number into the record as noted in the above item.

12:18 p.m. The Board recessed.

6:07 p.m. The Board returned with all members present.

09-966 **AGENDA ITEM 20 – DISTRICT ATTORNEY**

Agenda Subject: “**Second reading and adoption of an Ordinance adding the basic power to furnish recreational facilities to the basic powers granted to the Sun Valley General Improvement District; and providing other matters properly related thereto (Bill No. 1595). (All Commission Districts.)**”

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

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Humke ordered that Ordinance No. 1418, Bill No. 1595, entitled, "**AN ORDINANCE ADDING THE BASIC POWER TO FURNISH RECREATIONAL FACILITIES TO THE BASIC POWERS GRANTED TO THE**

SUN VALLEY GENERAL IMPROVEMENT DISTRICT; AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO," be approved, adopted and published in accordance with NRS 244.100.

09-967 AGENDA ITEM 22 – COMMUNITY DEVELOPMENT

Agenda Subject: “Comprehensive Plan Amendment Case No. CP09-004 (Southeast Truckee Meadows Area Plan). (Commission District 2.)”

“To consider a proposal to amend the Southeast Truckee Meadows Area Plan (SETM) that will remove newly refigured parcel 145-010-03 (34.77 ac.) of Medium Density Suburban and General Rural Land Use from the County’s Truckee Meadows Service Area (TMSA) and put it into the Reno TMSA and change the land use designation on newly refigured parcel 016-730-12 (49.62 ac.) from General Rural to Medium Density Rural Land Use. This amendment will also amend the map series for the SETM Area Plan to reflect the changes.”

The Chairman opened the public hearing by calling on anyone who wished to speak on Comprehensive Plan Amendment Case No. CP09-004. There being no one wishing to speak the Chairman closed the public hearing.

Bill Whitney, Senior Planner, requested staff be directed to take the amendment forward to Regional Planning for a finding of conformance.

On motion by Chairman Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Comprehensive Plan Amendment CP09-004 to amend the Southeast Truckee Meadows Area Plan be approved to remove the newly refigured parcel 145-010-03 (34.77 ac.) of Medium Density Suburban and General Rural Land Use from the County’s Truckee Meadows Service Area (TMSA) and put into the Reno TMSA and change the land use designation on newly refigured parcel 016-730-12 (49.62 ac.) from General Rural to Medium Density Rural Land Use. This amendment would also amend the map series for the Southeast Truckee Meadows Area Plan (SETM) to reflect the changes. It was further ordered that staff be directed to take the amendment forward to Regional Planning for a finding of conformance.

09-968 AGENDA ITEM 19 – PUBLIC WORKS

Agenda Subject: “Recommendation to approve Resolution amending Resolution No. 03-338 making a Provisional Order for the acquisition and improvement of a street project in Washoe County, Nevada, Special Assessment District No. 32 (Spanish Springs Valley Ranches Roads) in the preliminary estimated amount of \$12,810,000; setting a time and place for a public hearing on the project as amended; providing the manner, form and contents of a notice thereof; ratifying action heretofore taken not inconsistent herewith; and providing the effective date hereof]; and if approved authorize Chairman to execute Resolution and Amendment to Agreement dated March 25, 2003 between the County of Washoe and The Spanish Springs Valley

Ranches Property Owners' Association (minor language changes and clarification for dissolving the Property Owners' Association). (Commission District 4.)"

Dan St. John, Public Works Director, explained this was not a public hearing, but requesting approval of a resolution that would set the date of a public hearing.

Walt West, Licensed Engineer, conducted a PowerPoint presentation, which was placed on file with the Clerk, highlighting what a Special Assessment District (SAD) was, the location of SAD 32, a project description, the history of SAD 32, the resolution and the next steps. He stated, if approved, the resolution would set the public hearing for October 13, 2009, which would be the forum for the community to voice their opinion. Mr. West indicated staff expected to receive letters of protest that would be catalogued as received and provide a summary to the Board during the public hearing.

Paul Lipparelli, Legal Counsel, indicated the staff report comprehensively covered the matters summarized in the PowerPoint presentation. He explained SAD's could come to the Board in two ways, by petition or the Board could initiate the project by provisional order and indicated SAD 32 was a provisional order. Mr. Lipparelli said with this meeting the Board had the opportunity to consider whether to direct this project to move forward. He said State law required that the Engineer's report, contained in the Board's packet, spell out the project, provide an analysis, provide a description of the affected parcels and the maximum benefits to the parcels within the district. He commented the Engineer's report also contained exhibits, which included updated appraisal information, a list of parcels and a description of the project. Mr. Lipparelli indicated affected citizens would be informed of the Board's action to schedule a public hearing for October. He said during the public hearing residents who objected to the project would have the opportunity to present those objections. He said the mailed notice would spell out the process to residents that needed to be followed. Mr. Lipparelli indicated the notice clearly stated "if you fail to participate in the hearing and state your objections you will be foreclosed from the opportunity of bringing a legal challenge later." He said the resolution before the Board completed those requirements and the hearing that could be held in October would be an opportunity for interested persons to speak their objections and/or support. Mr. Lipparelli acknowledged citizens could speak at this meeting and then again during the public hearing. However, objecting at the public hearing was most important since that established their objections as part of the record and would contain the reasons.

In response to the call for public comment, Mark Wray, Property Owners Association Board of Trustees representative, said there had been an excellent and a diligent amount of work conducted by staff. He said NRS 271.280 stated "once an Engineer had presented documents that were included in the Board packet, the only item to be considered was if these documents were found to be satisfactory, then the Board shall make a provisional order." Mr. Wray said this meeting was to determine that staff had completed the packet of information satisfactory to the Board. He focused on a Nevada Supreme Court decision and explained the Court had listened to all the objections

raised legally and factually from a number of homeowners. Mr. Wray said the Court only wanted to remand the issue of presenting evidence that the elimination of dues resulted in some savings to owners of parcels in Zone 1 and that the savings translated to an increase of market value for those parcels.

The following individuals spoke **in favor** of the resolution: Len Rogalla, Robert Mansfield, Adrian Dyette, Will Brown, Thomas Bruce, Scott Gotcher, Jeff Paddock, Gary MacDonald, Lois Kolbert, Marvalee MacDonald, Timisha Pierce, EmerLee Mansfield, Laurie Bruce, Paul Christensen, Beverly Casale, and Jerry Casale.

The following individuals spoke **against** the resolution for the subsequent reasons: the amount of the assessment, the current status of the economy and opposition to the methodology used: Sandra Theiss, Cliff Bilyeu, Ralph Theiss, Ken Theiss, Ronald Bevers, Mitch Bailey, Mitch Zigler and Lou Istrice.

Jim Monahan suggested a General Improvement District (GID). Buck Buchanan urged the Board to vote with the “will of the people.”

The Chairman closed the public hearing.

Commissioner Larkin complimented staff for their diligent work. He asked if there were stimulus monies available for this project. Mr. St. John explained the stimulus monies for transportation projects was funneled through the Nevada Department of Transportation (NDOT) who worked with the Regional Transportation Commission (RTC) on where the money should be spent in the County. He said currently through the stimulus act no money was available for this project. Mr. St. John commented special requests had been submitted to NDOT and alternative funds were still being sought. Commissioner Larkin said there was testimony about fraudulent or misleading information incorporated into the report and asked if there was comment on that testimony. Mr. St. John remarked he was not aware of nor did he believe that any misinformation or fraudulent information was listed in the report. He reiterated this was not the public hearing so there was no requirement to notify every parcel owner; however, notification was provided to both sides and ensured that the representatives were aware of the meeting. He confirmed that all 506 parcels would receive a “Notice of Public Hearing” and the process involved from the County.

Commissioner Larkin asked for the pricing model that was used for the cost estimates. Mr. West replied the standard pricing for the cost estimate in a normal environment was used, but potential for the current, rich bidding environment was not factored. He commented there was the potential for a 10 percent or greater decrease in the estimate. Mr. St. John said the preliminary assessment roll had been filed with the County Clerk, but the final assessment roll did not occur until further down the process when there was a final design. Commissioner Larkin stated the current estimate represented a conservative Engineer’s estimate. Mr. St. John concurred.

Commissioner Weber remarked she had concerns about the cost during the present economic times. She asked if the County could put this project on hold. Mr. Lipparelli explained there was a process in statute for a determination of hardship, which was an individual examination of a person's ability to handle the assessments. He said that process occurred as part of the general procedure. He said because the process would be long, staff came forward in the hope this would allow for construction to begin in the next construction season. However, until that time, there would be refinement to the estimates and the Board would have further opportunities to examine the viability of the project before the assessment was placed onto the property. Commissioner Weber stated the determination of hardship did come with every SAD, but during these times with foreclosure rates and vacant homes, she questioned if an analysis should be completed on the vacancies.

Commissioner Jung asked if residents in a SAD enjoyed a higher cost of doing a project that they might take on themselves or because they were going together with their neighbors did the work come in less expensive for a group project. Mr. St. John said it would be unreasonable for individuals to pave frontage roads separately. Commissioner Jung suggested more staff time to investigate and analyze who could or could not afford the assessment.

Commissioner Breternitz agreed that this was a good time to begin construction projects. He asked for clarification on the voting outcome in 2002 when the SAD was created and the criteria that qualified this amendment. Mr. West explained, per County policy, to initiate a SAD there needed to be 66 percent approval. Commissioner Breternitz asked if that percentage was obtained in terms of property owners. Mr. St. John explained an initial poll was taken that returned an indication there was over two-thirds support. What occurred during the public hearing and how many people formally opposed the project was the number the Board would use to determine if they could move forward or not on the disposal of those protests.

Mr. Lipparelli clarified the 66 percent figure was when a SAD was formed by the petition method; however, this method was a provisional order method. He added staff borrowed the notion of the petition method and accepted the results of a poll in order to gauge what level of acceptance or objection existed in the community affected by the project. Commissioner Breternitz asked if there were results from the original poll. Mr. West indicated those results were found on page 2 of the staff report.

Chairman Humke asked if the assessment would serve as a charge against the property or turn into a lien if the owner was unable to pay the assessment. Mr. Lipparelli replied there was a possibility that an unpaid assessment would turn into a lien against the property. If a person established a hardship, the assessment against that parcel could be postponed until the resident regained the ability to pay or a sale of the property, in which case the assessment could be triggered. Chairman Humke inquired about bank-owned properties and asked if they were able to protest. Mr. Lipparelli explained the right to protest was attached to the ownership of the parcel.

Chairman Humke stated a citizen had suggested an alternate method of a GID, and asked if a formation of a GID was feasible. Mr. Lipparelli remarked a GID was a small government that needed a governing board and was aimed at on-going costs, not just the cost of building a project. He said the costs of maintaining a GID become unyielding if there were a small number. Mr. Lipparelli said theoretically it could work, but the SAD was aimed at building the project with the assessment from the property owners. Since the roads would be built to County standards and part of the general obligation of the County to maintain the roads, the County would accept dedication of the roads.

Commissioner Larkin asked if the Engineering Department complied with the requirements of the Nevada Supreme Court in the elimination of the dues as a component. Mr. Lipparelli replied staff's characterization of the Supreme Court's decision was accurate in that the Court sustained the use of the fees elimination method for established SAD's. He explained what the Court found lacking was evidence on the record of the Board's hearing conducted in 2002 that the elimination of dues would translate directly into a market value increase for the property, which was larger than the assessment. He said the Court did not say that such a finding could not be made, just that it could not find the place in the Board's record where the Board had done so. He said this Engineer's report contained, as an exhibit, the appraisal of the Johnson property, which made that finding and constituted the evidence the Court found lacking. Commissioner Larkin asked if the benefits exceeded the cost. Mr. Lipparelli said the staff report and the Engineer's report indicated that it did, and met the legal requirements of the law. Commissioner Larkin remarked this needed to be a vote of the people.

Chairman Humke and Commissioners Larkin, Breternitz and Jung made disclosures that they had spoken to or had some correspondence with several individuals in favor of and/or against the project.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that the Resolution for SAD 32 be approved and the Chairman be authorized to execute the resolution. It was further ordered that the public hearing be set for October 13, 2009. The Resolution for same is attached hereto and made a part of the minutes thereof.

7:40 p.m. The Board recessed.

7:50 p.m. The Board reconvened.

09-969 **AGENDA ITEM 21**

Agenda Subject: "Second reading and adoption of an Ordinance amending the Washoe County Code at Chapter 125 by clarifying civil code enforcement and by adding a whole new part for the administrative enforcement of codes, to include purpose, definitions, prohibited acts, authority and remedies, inspections, investigation of complaints, correction and violation notices, mediation, penalties,

recordation and removal of notices, withholding permits and licenses, abatement, administrative hearings, hearing officers, administrative orders, time limits and extensions, appeals, misdemeanor criminal offense for noncompliance, service of notices, administrative fees, recovery of penalties and fees to include liens, and providing other matters properly relating thereto (Bill No. 1597). (All Commission Districts.)”

The Chairman opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance.

David Childs, Assistant County Manager, clarified this was the Administrative Enforcement Ordinance and announced the Nuisance Ordinance was scheduled for a first reading on September 22, 2009. He reviewed the history of the Ordinance and the amount of time citizens and staff had spent in orchestrating the Ordinance. Mr. Childs explained the Administrative Enforcement Ordinance was to decriminalize certain Code violations. He said the vast majority of code enforcement cases were solved voluntarily; however, a few remained and he displayed several photographs indicating extreme cases of Code violation. Mr. Childs explained the Ordinance would accomplish decriminalizing Code violations; provide relief to the neighbors near the most difficult cases, create options for resolution including an Administrative Hearing Officer, and have the program blend with a liberal use of mediation.

In response to the call for public comment, Katherine Snedigar stated she was not a resident of Washoe County, but was an inhabitant and not a legal fiction, but a natural woman. She distributed a notice to the Board, which was placed on file with the Clerk, stating the Board had a lack of authority to act on this Ordinance.

Sharon Spencer announced she was not public property, but was private property. She stated this did not make a non-criminal action on these codes. Ms. Spencer said it converted and made criminal and civil behavior hermaphrodite.

Lois Kolbert stated as a member of the Committee she applauded and appreciated the efforts of all involved in bringing the Administrative Enforcement Ordinance to fruition.

Susan Severt said she worked on the Nuisance Ordinance and reviewed the Administrative Enforcement Ordinance. She stood by the work completed by the Nuisance Committee and applauded the Board for moving forward.

The Chairman closed the public hearing.

In response to questions concerning the Board’s authority, Paul Lipparelli, Legal Counsel, replied NRS clearly recognized and gave authority to local governments to use “police power” which meant the power to police a community and enact codes and regulations aimed at health, safety and welfare of the community. In addition, he said

existing County Code section 125.050 established that the violation of any provision of the Code that clearly established a standard was a misdemeanor punishable by a fine and six months in jail. He said, as described, the existing Code indicated violations of various public health, safety and welfare Codes was a criminal offense and, when subjective to criminal penalties, a person assumes the rights associated with the criminal process such as an attorney, witnesses and so forth. He explained the Administrative Enforcement Ordinance would take those violations out of the criminal realm. Mr. Lipparelli said relevant to this reading was the authority of the Board to decriminalize any of these Code violations as clearly established in NRS.

Mr. Lipparelli remarked that District Attorney (DA) Dick Gammick commented this direction was supported by his Office and would relieve the pressure placed in the criminal arena.

Commissioner Weber thanked all the citizens and staff involved within the process and it was time to move forward. She said she was concerned about some citizen complaints and asked that staff continue to work with the citizens and make changes if necessary. She stated she was committed to working with citizens if any areas needed to be changed in the future. Commissioner Weber asked for clarification if it would still be possible to return in the future to make changes after adoption of the Ordinance. Mr. Childs stated that was correct.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Ordinance No. 1419, Bill No. 1597, entitled, **"AN ORDINANCE AMENDING THE WASHOE COUNTY CODE AT CHAPTER 125 BY CLARIFYING CIVIL CODE ENFORCEMENT AND BY ADDING A WHOLE NEW PART FOR THE ADMINISTRATIVE ENFORCEMENT OF CODES, TO INCLUDE PURPOSE, DEFINITIONS, PROHIBITED ACTS, AUTHORITY AND REMEDIES, INSPECTIONS, INVESTIGATION OF COMPLAINTS, CORRECTION AND VIOLATION NOTICES, MEDIATION, PENALTIES, RECORDATION AND REMOVAL OF NOTICES, WITHHOLDING PERMITS AND LICENSES, ABATEMENT, ADMINISTRATIVE HEARINGS, HEARING OFFICERS, ADMINISTRATIVE ORDERS, TIME LIMITS AND EXTENSIONS, APPEALS, MISDEMEANOR CRIMINAL OFFENSE FOR NONCOMPLIANCE, SERVICE OF NOTICES, ADMINISTRATIVE FEES, RECOVERY OF PENALTIES AND FEES TO INCLUDE LIENS, AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO,"** be approved, adopted and published in accordance with NRS 244.100.

It was further ordered that a finding be made that the Ordinance does not impose a direct and significant economic burden upon a business, nor does it directly restrict the formation, operation or expansion of a business.

09-970 **AGENDA ITEM 23**

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 Weber announced a Regional Planning Governing Board (RPGGB) meeting scheduled for September 10, 2009 and stated the Nevada Association of Counties (NACO) would meet next week.

Chairman Humke announced that Peter Vogel had been named the new Executive Director of Catholic Community Services of Northern Nevada. He suggested scheduling a presentation to the Board on that organization.

Commissioner Breternitz requested information on how much stimulus money Washoe County received.

AGENDA ITEM 24

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

There was no closed session scheduled for this meeting.

COMMUNICATIONS

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

09-971 Amendment to Interlocal Agreement between Washoe County and the Board of Regents, beginning August 21, 2007, for the Juvenile Services Work Program at the University of Nevada, Reno. (BCC Meeting 08/21/2007, Agenda Item 8F(1), 07-947)

09-972 Interlocal Agreement between Washoe County and the Washoe County School District, beginning April 10, 2007, for the Juvenile Services Work Program at Damonte Ranch High School. (BCC Meeting 04/10/2007, Agenda Item 7F(1), 07-387)

09-973 Interlocal Agreement between Washoe County and the Reno-Sparks Livestock Events Center, beginning April 10, 2007, for the Juvenile Services Work Program. (BCC Meeting 04/10/2007, Agenda Item 7F(3), 07-389)

09-974 Notice of Completion, Central Truckee Meadows Remediation District, Monitoring Well Drilling, Phase 3, PWP-WA-2008-322, dated August 5, 2009, from the Washoe County Department of Water Resources to the Nevada State Labor Commission. (BCC Meeting 06/24/2008, Agenda Item 18)

09-975 Ruby Pipeline LLC, Stakeholder Newsletter for the Second Quarter of 2009.

REPORTS – MONTHLY

09-976 Clerk of the Court, Report of Fee Collections for the month ending July 31, 2009.

REPORTS – ANNUAL

09-977 Grand View Terrace General Improvement District, Financial Statements, Compilation Report for the twelve months ending June 30, 2009.

* * * * *

ADJOURNMENT

8:35 p.m. There being no further business to come before the Board, on motion by Commissioner Jung, seconded by Chairman Humke, which motion duly carried, it was ordered that the meeting be adjourned.

DAVID HUMKE, Chairman
Washoe County Commission

ATTEST:

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

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

Clerk

Proclamation

WHEREAS, United We Serve is President Barack Obama's call to serve, challenging all Americans to engage in sustained meaningful service to meet growing social needs resulting from the economic downturn; and

WHEREAS, Ordinary people can achieve extraordinary things when given the proper tools; and

WHEREAS, President Obama is asking us to come together to help lay a new foundation for growth; and

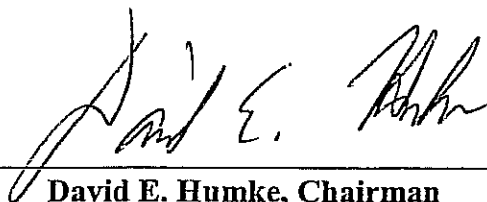
WHEREAS, The initiative aims to expand the impact of existing organizations by engaging new volunteers in their work; and

WHEREAS, United We Serve is an initial 81 days of service from June 22 through a new National Day of Service on September 11, but will grow into a sustained, collaborative and focused effort to promote service as a way of life for all Americans; and

WHEREAS, On September 12, Washoe County is hosting a volunteer recruitment fair, United We Serve Washoe County, at the Meadowood Mall in Reno where agencies from around Washoe County can promote their service opportunities; now, therefore, be it

PROCLAIMED, That the Washoe County Board of Commissioners encourages citizens to participate in our nation's recovery and renewal by serving in our communities.

ADOPTED this 8th day of September, 2009.



David E. Humke, Chairman
Washoe County Commission

09-942

Clerk

**PROCLAMATION
Suicide Prevention Week**

WHEREAS, Suicide is the 11th leading cause of all deaths in the United States and the third leading cause of death among individuals between the ages of 15 to 24; and

WHEREAS, Suicide is now the fourth leading cause of all deaths in the state of Nevada, and the fourth leading cause of death among people from the age 15 to 24 in Nevada; and

WHEREAS, A great many suicides are preventable; and

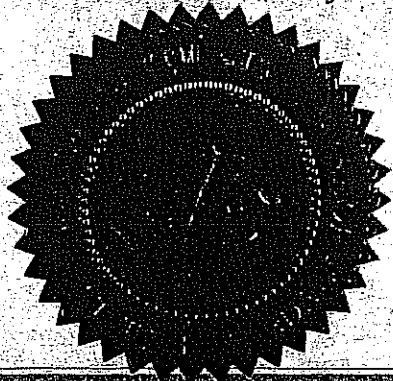
WHEREAS, The stigma associated with mental illness and suicidal tendencies work against suicide prevention by discouraging persons at risk for suicide from seeking life-saving help and further traumatizes survivors of suicide; and

WHEREAS, The Nevada Coalition for Suicide Prevention continues to coordinate the collaborative development and implementation of evidence based suicide prevention, intervention, and postvention strategies and programs in the State of Nevada; and

WHEREAS, The Nevada Coalition for Suicide Prevention will sponsor the statewide "Walk in Memory, Walk for Hope" event on September 12th, 2009, to remember those individuals we have lost to suicide and to call greater attention to the state's suicide prevention efforts; now, therefore, be it

PROCLAIMED, By the Washoe County Board of Commissioners that September 6 – September 12, 2009 is Suicide Prevention Week.

ADOPTED, This 8th day of September, 2009



David E. Humke

**David E. Humke, Chairman
Washoe County Commission**

09-943

Clerk

PROCLAMATION

WHEREAS, Washoe County, Nevada citizens, schools, libraries, businesses and other organizations use the Internet for a variety of tasks, including keeping in contact with family and friends, managing personal finances, performing research, enhancing education and conducting business; and

WHEREAS, Critical sectors are increasingly reliant on information systems to support financial services, energy, telecommunications, transportation, utilities, health care, and emergency response systems; and

WHEREAS, Internet users and our information infrastructure face an increasing threat of malicious cyber attack, loss of privacy from spyware and adware and significant financial and personal privacy losses due to identity theft and fraud; and

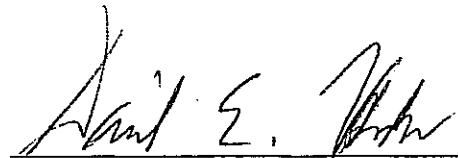
WHEREAS, The Multi-State Information Sharing and Analysis Center was established in January 2003 to provide a collaborative mechanism to help states and local governments enhance cyber security; and Washoe County Technology Services Communications Security Division provides a comprehensive approach to help enhance the security of Washoe County, Nevada; and

WHEREAS, Maintaining the security of cyberspace is a shared responsibility in which each of us has a critical role, and awareness of computer security essentials will improve the security of Washoe County information infrastructure and economy; and

WHEREAS, The U.S. Department of Homeland Security (www.us-cert.gov), the Multi-State Information Sharing and Analysis Center (www.msisac.org), the National Cyber Security Alliance (www.staysafeonline.org) and the National Association of State Chief Information Officers, (www.nascio.org) have declared October as National Cyber Security Awareness Month; and all citizens are encouraged to visit these sites to learn about cyber security and put that knowledge into practice in their homes, schools, workplaces, and businesses; now, therefore, be it

PROCLAIMED, By the Washoe County Board of Commissioners that the month of October be designated as "Cyber Security Awareness Month" and the Board urges all residents of the Truckee Meadows to learn about cyber security and put that knowledge into practice in their homes, schools and workplaces.

ADOPTED this 8th day of September, 2009.



David E. Humke, Chairman
Washoe County Commission

09-944
hhb-bc

RESOLUTION NO. ____

A RESOLUTION DIRECTING THE COUNTY TREASURER TO GIVE NOTICE OF THE SALE OF PROPERTIES SUBJECT TO THE LIEN OF A DELINQUENT ASSESSMENT; RATIFYING ALL ACTIONS PREVIOUSLY TAKEN; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the Board of Commissioners (the "Board") of the County of Washoe (the "County"), State of Nevada, pursuant to different ordinances heretofore duly passed and adopted, created County improvement districts as more particularly described at Exhibit A attached hereto and incorporated herein (the "Districts"), and ordered the acquisition of improvements within said Districts, and determined to defray a portion of the entire cost and expense of such improvements by special assessments, according to benefits, against the benefited lots, tracts and parcels of land ("properties") in the respective Districts; and

WHEREAS, the Board has by their respective ordinances levied assessments against the properties; and

WHEREAS, the Board has directed and hereby reaffirm their direction to the County Treasurer to collect and enforce the assessments in the Districts in the manner provided by Nevada's Consolidated Local Improvements Law, NRS Chapter 271; and

WHEREAS, the assessment installments on certain properties in the Districts are delinquent, as identified in Exhibit A attached hereto ("delinquent properties"), and remain delinquent after delivery by certified mail, return receipt requested, of a ten day delinquency notice to each delinquent property owner; and

WHEREAS, the Board desires that the County Treasurer proceed with a notice of the sale of the delinquent properties as provided in NRS 271.545 and sell the delinquent properties pursuant to NRS 271.540 to NRS 271.630.

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

1. The Board hereby exercises its option to cause the whole amount of the unpaid principal of the assessments on the delinquent properties to become due and payable as provided in NRS 271.410.

2. The Board hereby ratifies all action previously taken by the County Treasurer and directs the County Treasurer to give notice of the sale of the delinquent properties and to sell the delinquent properties pursuant to NRS 271.540 to NRS 271.630. **The sale shall take place at 11:00 a.m. on September 22, 2009, in the Washoe County Central Conference room, 1001 E 9Th St Building C, Reno Nevada,** which the Board hereby finds a convenient location within the County.

3. If some irregularity or circumstance arises before the sale of any delinquent property such that in the opinion of the Washoe County Treasurer the public interest would best be served by withdrawing such a delinquent property from sale, the Washoe County Treasurer is hereby expressly authorized to make such a withdrawal. The Treasurer shall report to the Board in writing concerning his decision to make such a withdrawal and shall state the reasons for the decision.

4. The County Treasurer shall give the notice as provided in NRS 271.545, by publication in the Reno Gazette Journal, a newspaper of general circulation in the County, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the day of sale. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Such service by publication shall be verified by the affidavit of the publisher and filed with the County Treasurer. The County Treasurer or his designee shall also give written notice of sale by mailing a copy of such notice, by first-class mail, postage prepaid, at least 20 days prior to the day of sale, to the last known owner or owners of all properties subject to sale or other designated person at his or

her last-known address or addresses; and to any person or governmental entity that appeared in the records of the County to have a lien or other interest in the delinquent property. Proof of such mailing shall be made by the affidavit of the County Treasurer or his designee and such proof shall be filed with the County Treasurer. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the County Treasurer until all special assessments and special assessment bonds issued (if such special assessment bonds have been or are hereafter issued) shall have been paid in full, both principal and interest, until any period of redemption has expired or property sold for an assessment, or until any claim is barred by an appropriate statute of limitations, whichever occurs last.

5. The officers of the County are hereby authorized to take all action necessary to effectuate the provisions of this Resolution.

6. The resolution is effective on passage and approval.

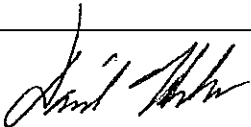
ADOPTED this 8thth Day of September 2009, by the following vote:

AYES: Hunke-Weber-Larkin-Jung-Breternitz

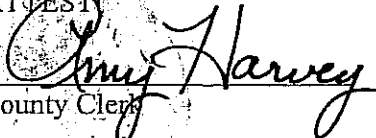
NAYS: 0

ABSENT: 0

ABSTAIN: 0



Chairman
Washoe County Commission

ATTEST

County Clerk

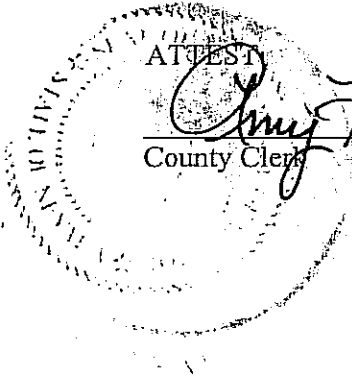


EXHIBIT A

Delinquent Parcels – by Assessment District - as of 08/19/2009

WCAD #21 Cold Springs Sewer -- **District 5**

1 parcel

556-061-03

WCAD #23 Arrowcreek Water -- **District 2**

2 parcels

152-110-13

152-142-16

WCAD #37 Spanish Springs Sewer Phase 1A -- **District 4**

1 parcel

089-232-11

Total Parcels 4

Agreement Number _____

INTERLOCAL AGREEMENT

This Agreement, made and entered into the _____ day of _____, 2009, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT, and Washoe County Juvenile Services, hereinafter called the AGENCY.

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

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 agreement is authorized by law to perform and refers to such as an Interlocal Contract, hereinafter called an Agreement; and

WHEREAS, the purpose of this Agreement is to provide highway cleanup by the Washoe County Juvenile Services; and

WHEREAS, the services of the AGENCY will be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, the AGENCY is willing and able to perform the services described herein.

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

ARTICLE I - AGENCY AGREES

1. To provide the DEPARTMENT juvenile inmate labor to complete cleanup on various highways, hereinafter the PROJECT.

2. As compensation for the expenses incurred in providing the necessary supervision, AGENCY will pay the DEPARTMENT One Hundred Fifty Dollars (\$150.00) per day for each supervisor that is required. Any costs related to the persons actually performing the work will be included in that fee unless otherwise specifically agreed upon. Payment will be made promptly upon receipt of bimonthly billing statements. The AGENCY will provide supporting documentation to be audited that work performed conforms to the DEPARTMENT'S guidelines.

ARTICLE II - DEPARTMENT AGREES

1. To fund 100% of PROJECT with state funds, estimated to be and not to exceed Nine Thousand and No/100 Dollars (\$9,000.00) annually.

09-954

2. To establish and maintain a budget for the Juvenile Inmate Labor PROJECT. This budget will be maintained by the Reno Administration Division of the DEPARTMENT, and all invoices shall be submitted to the Reno Administration Division for approval and reimbursement.

ARTICLE III - IT IS MUTUALLY AGREED

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

2. The term of this Agreement shall be from the date first written above through and including the 30th day of June, 2012.

3. The parties agree to allow each other to observe the highway cleaning. It is the intention of the parties that this review does not constitute a joint exercise of powers pursuant to NRS 277.080 to 277.170.

4. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

5. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Susan Martinovich, P.E., Director
Attn.: Marlene Revera
Nevada Department of Transportation
Reno Administration
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 834-8300
Fax: (775) 834-8390
E-mail: mrevera@dot.state.nv.us

FOR AGENCY: Frank Cervantes, Division Director
Washoe County Juvenile Services
P.O. Box 1130
Reno, Nevada 89520-0027
Phone: (775) 325-7873
Fax: (775) 325-7923
E-mail: fcervantes@washoecounty.us

6. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents (written, electronic, computer related or otherwise) pertaining to this Agreement and present, at any reasonable time, such

information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

7. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, 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 the recovery of actual damages, and the prevailing party's reasonable attorney's fees and costs.

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

9. Neither party shall be deemed to be in violation of this Agreement 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 limitations, 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 Agreement after the intervening cause ceases.

10. To the fullest extent of NRS Chapter 41 liability limitations, 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 attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described herein. This indemnification obligation is conditioned upon service of written notice to the other party within 30 days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

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

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

13. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be

held to render any other provision or provisions of this Agreement unenforceable.

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

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

16. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

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

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

19. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

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

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

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

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

Washoe County Juvenile Services

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

Name (Print)

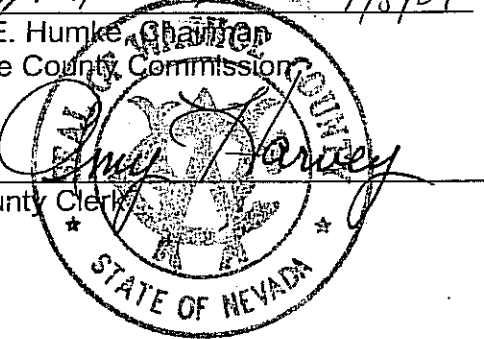
Approved as to Legality & Form:

Title (Print)

Deputy Attorney General

By: David E. Humke 9/8/09
David E. Humke, Chairman
Washoe County Commission

Attest:
By: Amy Farney
County Clerk



AMENDMENT #2 TO INTERLOCAL CONTRACT

Between the State of Nevada
Acting By and Through Its
Department of Motor Vehicles
555 Wright Way, Carson City, NV 89711

and

Washoe County
P.O. Box 11130
Reno, NV 89520
("County" / "Washoe County")

1. AMENDMENTS. All provisions of the original contract dated 09/15/2003, attached hereto as Exhibit A and amendment # 1 dated 9/20/05 attached hereto as Exhibit B remain in full force and effect with the exception of the following:

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed are specifically described in and this Contract incorporates the following attachment.

ATTACHMENT C: REVISED SCOPE OF WORK

2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract) and Exhibit B (Amendment #1) 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
By: [Signature] . 9/8/09
Date

Chairman
Title

State of Nevada
Department of Motor Vehicles
By: Dennis Colling Date

Chief, Administrative Services
Title

Approved to form by:

By: _____
Deputy Attorney General for Attorney General

Date

09-956

2 5

EXHIBIT A

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its
Department of Motor Vehicles
555 Wright Way, Carson City, NV 89711-0911
and
Washoe County
P.O. Box 30083, Reno, NV 89520-3083

This Interlocal Contract is made and entered into between Washoe County, a political subdivision of the State of Nevada, hereinafter referred to as "County," and the State of Nevada, Department of Motor Vehicles, an agency of the State of Nevada, hereinafter referred to respectively as "State" and "DMV".

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 the Department of Motor Vehicles hereinafter set forth are both necessary to the County and in the best interests of the State of Nevada;

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective upon approval by both parties and shall remain in effect thereafter until terminated in accordance with its terms.
4. **TERMINATION.** This Contract may be terminated by either party without cause upon 60 days written notice served upon the other party as specified herein, or by the mutual consent of both parties as specified in Attachment A. In addition to the reasons set forth in Attachment A, the parties expressly agree that this Contract shall be terminated immediately if for any reason federal and /or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed are specifically described in and this Contract incorporates the following attachment:

ATTACHMENT A: SCOPE OF WORK

7. CONSIDERATION. The Department of Motor Vehicles agrees to provide the services set forth in paragraph (6) at a cost of 0.5% of the gross tax collected with the total Contract or installments payable: as specified in Scope of Work. 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 result of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

- a. Books and Records. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.
- b. Inspection and Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for 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 employed attorneys' fees shall include without limitation \$125 per hour for State employed attorneys.
11. **LIMITED LIABILITY OR PERFORMANCE.** 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 or performance under this contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. **INDEMNIFICATION.**
 - a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.
 - b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, and shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).
22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement

of this Contract.

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

By: _____

David E. Humke

8/26/03
Date

Title: Chairman, Board of County Commissioners

State of Nevada

Department of Motor Vehicles

By: _____

9-15-03
Date

Title: Chief Administrative Services Division

Approved as to form by:

Deputy Attorney General for Attorney General

9/15/03
Date

SCOPE OF WORK

THIS Attachment A is to the Interlocal Contract Between Public Agencies entered into between Washoe County, a political subdivision of the State of Nevada, hereinafter referred to as "County", and the State of Nevada, Department of Motor Vehicles, an agency of the State of Nevada, hereinafter referred to respectively as "State" and "DMV". This Attachment A contains the Scope of Work and additional provisions of said Interlocal Contract.

WITNESSETH

WHEREAS, County Ordinance No. 1199, was codified in Washoe County Code as sections 20.321 to 20.433, inclusive, (the Motor Vehicle Fuel Tax Ordinance); and

WHEREAS, S.B. 237 enacted by the 2003 Nevada Legislature and signed into law by the Governor on May 22, 2003, provides, inter alia, for amendments to Chapter 373 of the NRS to provide that a county may impose new excise taxes on certain motor vehicle fuels in that county by indexing those motor fuel taxes by the lesser of 4.5% or the 5-year average percent change in the Consumer Price Index-Western Urban Consumers; and

WHEREAS, pursuant to authority granted in S.B. 237 and NRS 373, as amended, and based upon the recitals herein contained, the County has introduced and enacted Ordinance No. 1199, which amends portions of the Washoe County Code Motor Vehicle Fuel Tax Ordinance to impose additional excise taxes on certain motor vehicle fuels sold, distributed or used in Washoe County by indexing those motor fuel taxes by the lesser of 4.5% or the 5-year average percent change in the Consumer Price Index-Western Urban Consumers;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the County and State, acting by and through the Department of Motor Vehicles, agree as follows:

1. The DMV is hereby empowered to administer and enforce all provisions of Washoe County Ordinance No. 1199, and sections 20.321 to 20.433, inclusive, of the Washoe County Code, pertaining to the collection of all taxes provided for in said Ordinance and Code. As part of the administration, DMV, working with Washoe County and RTC staff, will calculate the annual increase in the taxes in accordance with Ordinance No. 1199.

2. Washoe County hereby agrees to pay to the DMV for administrative expenses in the collection of county motor vehicle fuel taxes provided for by Washoe County Ordinance No. 1199 and sections 20.321 to 20.433, inclusive, of the Washoe County Code, an amount equal to one half of one percent (.5%) of the gross taxes collected in Washoe County. Said payment will be made in the form of a deduction from the gross revenue derived from the taxes as provided herein.

3. The DMV hereby agrees to transfer to Washoe County each month the net revenue derived from the County motor fuel tax imposed by Washoe County Ordinance No. 1199 and sections 20.321 to 20.433, inclusive, of the Washoe County Code. The DMV further agrees to provide Washoe County with a monthly statement setting forth the amounts derived in Washoe County from the motor vehicle fuel tax.

4. Washoe County agrees that the DMV shall have all the powers, duties and responsibilities as provided by Chapters 373 and 365 of the Nevada Revised Statutes and all amendments thereto, all other State laws pertaining to the collection of County motor

vehicle fuel taxes, and Washoe County Ordinance No. 1199 and sections 20.321 to 20.433, inclusive, of the Washoe County Code.

5. The Interlocal Contract shall take effect upon approval and its operative provisions go into effect on the effective date of Ordinance No. 1199. In addition to those reasons set forth in the Interlocal Contract, thereafter, the Interlocal Contract shall continue in effect until terminated by mutual agreement of the parties hereto. This Interlocal Contract shall supersede any previous agreement between the parties covering the same subject matter. Washoe County hereby agrees to renegotiate this Interlocal Contract with DMV with regard to the payment by Washoe County for services of the DMV based upon the administrative cost experience of DMV relating to this Contract.

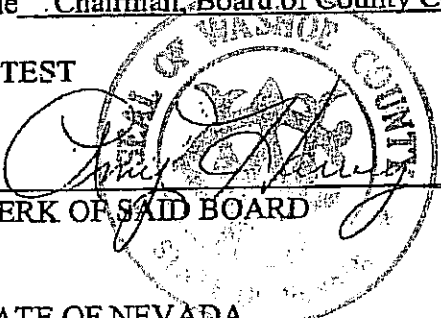
IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Washoe County, NEVADA

By: David E. Humke 8/26/03
David E. Humke

Title Chairman, Board of County Commissioners

ATTEST


[Signature]
CLERK OF SAID BOARD

STATE OF NEVADA
Department Of Motor Vehicles

By: [Signature]

Title Chief AS11

Exhibit B

AMENDMENT #1 TO INTERLOCAL CONTRACT

Between the State of Nevada
Acting By and Through Its
Department of Motor Vehicles
555 Wright Way, Carson City, NV 89711

and

Washoe County
P.O. Box 11130
Reno, NV 89520

1. AMENDMENTS. All provisions of the original contract dated 09/15/2003, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed are specifically described in and this Contract incorporates the following attachment.

Attachment A to the original contract (Exhibit A) is being replaced with attachment B. The change reflects SB181 that was passed during the 2005 Nevada State Legislative Session Washoe County hereby agrees to pay to the DMV for administrative expenses in the collection of county motor vehicle fuel taxes an amount equal to one percent (1%) of the gross indexed taxes collected.

2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract), Attachment B (New Scope of Work) 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

By: Bonnie Weber 9/13/05
Bonnie Weber Date

Chairman, Board of County Commissioners
Title

State of Nevada

Department of Motor Vehicles
By: Dennis Colling 9-20-05
Dennis Colling Date

Chief, Administrative Services
Title

Approved to form by:

By: [Signature]
Deputy Attorney General for Attorney General

9/20/2005
Date

SCOPE OF WORK

THIS Attachment B is to the Interlocal Contract Between Public Agencies entered into between Washoe County, a political subdivision of the State of Nevada, hereinafter referred to as "County", and the State of Nevada, Department of Motor Vehicles, an agency of the State of Nevada, hereinafter referred to respectively as "State" and "DMV".

WITNESSETH

WHEREAS, County Ordinance No. 1199, was codified in Washoe County Code as sections 20.321 to 20.433, inclusive, (the Motor Vehicle Fuel Tax Ordinance); and WHEREAS, S.B. 237 enacted by the 2003 Nevada Legislature and signed into law by the Governor on May 22, 2003, provides, inter alia, for amendments to Chapter 373 of the NRS to provide that a county may impose new excise taxes on certain motor vehicle fuels in that county by indexing those motor fuel taxes by the lesser of 4.5% or the 5-year average percent change in the Consumer Price Index-Western Urban; and

WHEREAS, pursuant to authority granted in S.B. 237 and NRS 373, as amended, and based upon the recitals herein contained, the County has introduced and enacted Ordinance No. 1199, which amends portions of the Washoe County Code Motor Vehicle Fuel Tax Ordinance to impose additional excise taxes on certain motor vehicle fuels sold, distributed or used in Washoe County and to provide for annual increases to those taxes by indexing them to the rate of inflation;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the County and State, acting by and through the Department of Motor Vehicles, agree as follows:

1. The DMV is hereby empowered to administer and enforce all provisions of Washoe County Ordinance No. 1199, and sections 20.321 to 20.433, inclusive, of the Washoe County Code, pertaining to the collection of all taxes provided for in said Ordinance and Code. As part of the administration, DMV, working with Washoe County and RTC staff, will calculate the annual increase in the taxes in accordance with Ordinance No. 1199.

2. Washoe County hereby agrees to pay to the DMV for administrative expenses in the collection of county motor vehicle fuel taxes provided for by Washoe County sections 20.321 to 20.433, inclusive, of the Washoe County Code, an amount equal to one half of one percent (.5%) of the gross taxes collected in Washoe County. Said payment will be made in the form of a deduction from the gross revenue derived from the taxes as provided herein.

3. As a result of the passage of SB181 during the 2005 Nevada State Legislative Session, Washoe County hereby agrees to pay to the DMV for administrative expenses in the collection of county motor vehicle fuel taxes provided for by Washoe County Ordinance No. 1199 of the Washoe County Code, an amount equal to one percent (1%) of the gross indexed taxes collected in Washoe County. Said payment will be made in the form of a deduction from the gross revenue derived from the indexed taxes as provided herein.

4. The DMV hereby agrees to transfer to Washoe County each month the net revenue derived from the County motor fuel tax imposed by Washoe County Ordinance No. 1199 and sections 20.321 to 20.433, inclusive, of the Washoe County Code. The DMV further agrees to provide Washoe County with a monthly statement setting forth the amounts derived in Washoe County from the motor vehicle fuel tax.

5. Washoe County agrees that the DMV shall have all the powers, duties and responsibilities as provided by Chapters 373 and 365 of the Nevada Revised Statutes and all amendments thereto, all other State laws pertaining to the collection of County motor vehicle fuel taxes, and Washoe County Ordinance No. 1199 and sections 20.321 to 20.433, inclusive, of the Washoe County Code.

6. This agreement shall take effect upon effective date of Ordinance No.1199. Thereafter, the Interlocal Contract shall continue in effect until terminated by mutual agreement of the parties hereto, and shall supersede any previous agreement. Washoe County hereby agrees to renegotiate this Interlocal Contract with DMV with regard to the payment by Washoe County for services of the DMV based upon the administrative cost experience of DMV relating to this Contract.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the
day and year first above written.

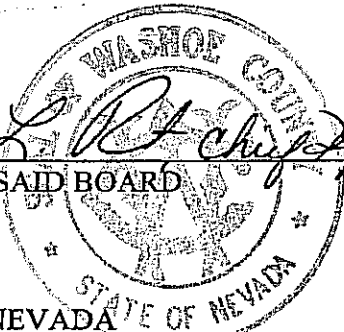
Washoe County, NEVADA

By: Bonnie Weber 9/13/05
Bonnie Weber

Title Chairman, Board of County Commissioners

ATTEST

Jane L. P. Chief Deputy
CLERK OF SAID BOARD

The seal of Washoe County, Nevada, is circular. It features a central figure of a miner with a pickaxe, surrounded by the words "WASHOE COUNTY" at the top and "STATE OF NEVADA" at the bottom. There are small stars on either side of the central figure.

STATE OF NEVADA
Department Of Motor Vehicles

BY Dennis Colling
Dennis Colling

Title Chief, Administrative Services



MOTOR CARRIER DIVISION

SCOPE OF WORK

Whereas, Chapter 373.070(4) of the Nevada Revised Statutes and Washoe County provide that Washoe County shall contract with the State of Nevada, Department of Motor Vehicles to perform all functions incident to the administration and operation of Washoe County imposing and levying a County motor vehicle and special fuel tax; and

Whereas, the parties hereto, by this Contract, desire to set forth the terms and conditions upon which the Department of Motor Vehicles shall administer and operate the County motor vehicle and special fuel tax imposed for Washoe County, Nevada;

Now, therefore in consideration of the promises herein contained by the parties hereto, the parties mutually agree as follows:

1. The Department of Motor Vehicles is hereby empowered to administer and enforce all provisions pertaining to the collection of all fuel taxes provided for.
2. Washoe County hereby agrees to pay to the Department of Motor Vehicles for administrative expenses in the collection of motor vehicle and special fuel taxes an amount equal to 1% of the gross indexed tax collected. It is hereby agreed between the parties that the Department of Motor Vehicles shall deduct from the gross revenue derived from the tax in payment for said administrative expenses the amount of 1% of the gross indexed tax collected.
3. The Department of Motor Vehicles hereby agrees to transfer to Washoe County each month the net revenue derived from the county motor vehicle and special fuel taxes imposed. The Department of Motor Vehicles further agrees to provide Washoe County with a monthly statement setting forth the amounts derived in Washoe County from the county motor vehicle and special fuel indexed taxes.
4. Effective January 1, 2010, and upon enactment of County Ordinance, the Department of Motor Vehicles will annually index county and federal gasoline taxes collected in Washoe County pursuant to Senate Bill (SB) 201, as enacted by the 75th Session of the Nevada Legislature.

5. Effective January 1, 2010, and upon enactment of County Ordinance, the Department of Motor Vehicles will add and collect a Washoe County special fuel tax and annually index the county and special fuel taxes pursuant to Senate Bill (SB) 201, as enacted by the 75th Session of the Nevada Legislature. Special fuel includes diesel, liquefied petroleum gas (LPG), compressed natural gas (CNG), and emulsion of water-based, hydrocarbon fuel (A55).
6. Washoe County agrees that the Department of Motor Vehicles shall have all the powers, duties and responsibilities as provided by Chapters 373, 365, and 366 of the Nevada Revised Statutes and all amendments thereto, all other State laws pertaining to the collection of a County motor vehicle and special fuel tax.

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

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

and

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

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

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

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective July 1, 2009 to June 30, 2011, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

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

09-955

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: CONFIDENTIALITY AGREEMENT

7. CONSIDERATION. Washoe County agrees to provide the services set forth in paragraph (6) at a cost of \$110.00 per day per youth with the total Contract or installments payable: upon provision of services and receipt of billing, not exceeding \$134,560.00.00 in FY10 and \$134,560.00 in FY11 to a maximum of \$269,120.00. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.
8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. INSPECTION & AUDIT.
- 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.
 - 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.
 - Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.
11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall not be limited by NRS 353.260 and NRS 354.626.
12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.
14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

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

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

Washoe County, Acting by and on behalf of it's Department of Juvenile Justice Services
Public Agency #1

Michael Pomi 7-21-09
Signature - Michael Pomi Date

Director, Washoe County Department of Juvenile Services
Title

David Humke 9/8/09
Signature - David Humke Date

Chairman, Washoe County Commission
Title

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

Signature - Michael J. Willden Date

Director, Department of Health and Human Services
Title

Signature - Diane Comeaux Date

Administrator, Division of Child and Family Services
Title

Signature - Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On _____
Date

Approved as to form by:

Deputy Attorney General for Attorney General, State of Nevada On _____
Date

ATTACHMENT A

SCOPE OF WORK

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

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

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

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

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

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

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

ATTACHMENT B

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

CONFIDENTIALITY AGREEMENT

BETWEEN

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

and

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

hereinafter referred to as "Contractor"

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

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

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

NOW, THEREFORE, DCFS and Contractor agree as follows:

I. DEFINITIONS

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

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

II. TERM

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

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

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

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

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

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

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

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

VI. OBLIGATIONS OF CONTRACTOR

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

Summary - a provisional order resolution for a street project in Special Assessment District No. 32 (Spanish Springs Valley Ranches Roads)

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 03-338 MAKING A PROVISIONAL ORDER FOR THE ACQUISITION AND IMPROVEMENT OF A STREET PROJECT IN WASHOE COUNTY, NEVADA, SPECIAL ASSESSMENT DISTRICT NO. 32 (SPANISH SPRINGS VALLEY RANCHES ROADS) IN THE PRELIMINARY ESTIMATED AMOUNT OF \$12,810,000; SETTING A TIME AND PLACE FOR A PUBLIC HEARING ON THE PROJECT AS AMENDED; PROVIDING THE MANNER, FORM AND CONTENTS OF A NOTICE THEREOF; RATIFYING ACTION HERETOFORE TAKEN NOT INCONSISTENT HERewith; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, the Board of County Commissioners of the County of Washoe in the State of Nevada (the "Board," the "County," and "State," respectively), pursuant to chapter 271 of the Nevada Revised Statutes ("NRS") and Resolution No. 03-338 adopted by the Board on March 25, 2003 (the "2003 Provisional Order Resolution"), provisionally ordered the acquisition of a street project as defined in NRS 271.225 within an improvement district designated as the "Washoe County, Nevada, Special Assessment District No. 32 (Spanish Springs Valley Ranches Roads)" (the "District"); and

WHEREAS, pursuant to Nevada Supreme Court Order of Reversal and Remand filed on July 5, 2006, the Nevada Supreme Court Order Denying Rehearing filed on October 2, 2006, and the District Court Order filed on November 15, 2006 (collectively, the "Orders"), the County has obtained an appraisal, among other things, for parcels in the District showing the increase in market value to the parcels as a result of the elimination of homeowner's dues; and

WHEREAS, the Board desires to amend the 2003 Provisional Order Resolution to the extent that it conflicts with the provisions of this resolution in order to conform to the Orders; and

WHEREAS, the Board has directed the Assistant Public Works Director-Engineering and a licensed engineer of the County (collectively, the "Engineer") to file with

09-968

the County Clerk certain preliminary plans, assessment plat, typical section of the contemplated improvements, preliminary estimate of cost, and estimate of maximum benefits, all in connection with the street project as hereby amended (the "Project"); and

WHEREAS, pursuant to such direction and with such modification in the details of the Project as was deemed necessary and as is consistent with the provisions of this resolution, the Engineer on or before September 8, 2009, filed with the County Clerk, in connection with said improvements and with the proposed District, the following:

(A) Preliminary plans and specifications, with construction drawings, showing a typical section of the contemplated improvements, the type or types of material, and the approximate thickness and wideness;

(B) A preliminary estimate of the total cost of the Project and of each type of construction, the estimate being made in a lump sum or by unit prices, including in the total estimate, without limiting the generality of the foregoing, the advertising, appraising, engineering, legal, printing, and such other expenses as in the judgment of the Engineer are necessary or essential to the completion of such work or improvement, and the payment of the cost thereof;

(C) An assessment plat or map (designated as a "Tabulation of Parcels" or "Preliminary Assessment Roll"), describing the property to be assessed and showing the area to be assessed, the market values, the amounts of estimated preliminary assessments, and the amount of maximum benefits estimated to be assessed against each tract or parcel of land in the District. The estimate is calculated on the basis of the elimination of homeowners' association dues for each parcel such that each parcel will benefit by the Project as hereafter described (an equitable adjustment having been made for any tract or parcel not specially benefited in proportion to the percentage applicable to that tract or parcel under the assessment method otherwise so used, so that assessments according to benefits will be equal and uniform); and

(D) The Engineer's Report to the Board of County Commissioners on Benefits (the "Engineer's Report on Benefits") as to the method of determining benefits and explaining the adjustments and the elimination of homeowners' association dues basis of assessment; and

WHEREAS, the Board has examined the plans and specifications, a typical section of contemplated improvements, the preliminary estimate of the cost, the assessment plat, the estimate of maximum benefits, and the Engineer's Report on Benefits, so filed with said County Clerk, and has found and does hereby declare the same to be satisfactory in all respects.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHOE, IN THE STATE OF NEVADA: That the Board shall and hereby does accept the plans and specifications, the typical section of contemplated improvements, the preliminary estimate of the cost, the assessment plat (including the exhibits thereto), the Engineer's Report on Benefits, and the estimate of maximum benefits to be assessed against each tract or parcel of land in the assessment area.

THE BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY DOES RESOLVE FURTHER AND SHALL, AND HEREBY DOES, PROVISIONALLY ORDER:

Section 1. This resolution shall be known as, and may be cited by, the short title "Special Assessment District No. 32 (Spanish Springs Valley Ranches Roads) Provisional Order Amendment Resolution." The 2003 Provisional Order Resolution is hereby amended to the extent that it conflicts with the provisions of this resolution in order to conform to the Orders and the provisions of this resolution shall be controlling.

Section 2. The Project shall be acquired at an estimated preliminary total cost of \$12,810,000 and a maximum cost of \$13,573,900.00, all of which is estimated to be paid by the levy of assessments against parcels in the District, including engineering, legal, and incidental expenses as more particularly hereinafter set forth and as described in the plans and specifications herein accepted, reference to which is hereby made and which are available for public inspection at the office of said County Clerk and at the office of the Engineer.

Section 3. The District shall constitute one assessment unit for purposes of remonstrance, construction, and assessment. The boundaries of the District and such unit shall be as designated in the form of notice set forth in Section 4 of this resolution. The

amounts to be assessed shall be made upon all tracts benefited in proportion to the special benefits received, as more fully described in the form of notice set forth in Section 4 of this resolution.

Section 4. On October 13, 2009 at 6:00 p.m. at the Commissioners' Chambers, Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada (i.e., a time at least 20 days after the adoption of this resolution), the Board will consider the ordering of the Project and will hear all complaints, protests, and objections that may be made in writing and filed as hereafter provided, or made verbally at the hearing concerning the same by the owners of the property to be assessed or any person interested. The owners of the property to be assessed or any other persons interested therein may file a written protest or objection and may appear before the Board and be heard as to the propriety and advisability of making such improvements, as to the estimated cost thereof, as to the manner of payment therefore, and as to the amount thereof to be assessed against the property to be improved.

Twenty (20) days' notice in writing of such time and place shall be given to such property owners, postage prepaid, as first-class mail to each of such property owners at his last-known address, the names and addresses of such property owners to be obtained from the records of the County Assessor or from such other sources as the County Clerk or the Engineer deem reliable. Any such list of names and addresses may be revised from time to time but such list need not be revised more frequently than at twelve-month intervals. If a mobile home park is located on one or more of the tracts to be assessed, the notice must be given to the owner of the tract and each tenant of that mobile home park. At least twenty (20) days prior to said hearing, notice shall also be given by posting (i) on the County's website, or (ii) in three (3) public places at or near the site of the Project. Proof of such mailing and posting shall be made by the affidavit of the County Clerk or of the Engineer, such proof to be filed with the County Clerk, provided that failure to mail such notice or notices shall not invalidate any assessment nor any other of the proceedings hereunder. Notice of the time and place of such hearing shall also be given by publication in the Reno Gazette-Journal, a daily newspaper published in Reno and of general circulation in Washoe County, Nevada, once each week for three (3) consecutive weekly publications, by three (3) weekly insertions, the first publication in such newspaper to be at least fifteen (15) days prior

to the date of the protest hearing. Not less than fourteen (14) days shall intervene between the first publication and the last publication in such newspaper. Such service by publication shall be verified by the affidavit of the publishers and filed with the County Clerk. The proof of publication, the proof of mailing, and the proof of posting shall be maintained in the records of the office of the County Clerk until all the assessments appertaining to the District shall have been paid in full as to principal, interest, and any penalties or collection costs. The notice shall be in substantially the following form:

(Form of Notice)

**NOTICE OF HEARING ON A
PROPOSED PROJECT AND
ASSESSMENTS WITHIN THE PROPOSED
WASHOE COUNTY, NEVADA
SPECIAL ASSESSMENT DISTRICT NO. 32
(SPANISH SPRINGS VALLEY RANCHES ROADS)**

*Name: _____

Assessor's Parcel No. _____

Preliminary Assessment _____

Estimated Maximum Benefit _____ *

*include only in mailed notice; delete in published and posted notice.

NOTICE IS HEREBY GIVEN to the property owners within the proposed "Washoe County, Nevada, Special Assessment District No. 32 (Spanish Springs Valley Ranches Roads)" (the "District No. 32") and to all interested persons that:

The Board of County Commissioners of the County of Washoe in the State of Nevada (the "Board," the "County," and the "State," respectively) has provisionally ordered the acquisition of a street project as defined in NRS 271.225 (the "Project") and as more particularly described below.

Except as more particularly described in the preliminary plans and specifications prepared by the County Engineer (the "Preliminary Plans and Specifications"), the Project consists of the following:

The Project is for the acquisition, construction and improvement of the streets described below, including, without limitation, the grading and paving of those streets for a total of 12.3 miles, including incidental drainage facilities, signing and surveying. The pavement is to be 26 feet to 28 feet wide asphaltic concrete pavement with 2 foot wide (minimum) gravel shoulders on both sides; the pavement structural section is to be a minimum of 3 inches of asphalt over 6 inches of aggregate base (or equivalent section). The paving, drainage, signing and survey monumentation is to be in accordance with the Standard

Details and Specifications for Public Works Construction for Washoe County, Nevada, a copy of which is on file with the Washoe County Department of Public Works. The Project will include all incidental drainage, retaining walls, utility relocations, ditches, culverts, headwalls and rip-rap, signing and surveying improvements, and all necessary excavations, filling, grading and appurtenances incidental thereto.

The Project is described in more detail on the Preliminary Plans and Specifications. A substantial change in existing street elevation or grades will result from the Project. As more particularly shown in the Preliminary Plans and Specifications, the streets to be improved are:

- Alamosa Drive – from the intersection of Capistrano Drive northwesterly approximately 0.44 miles;
- Agua Fria Drive – from the intersection with Valle Verde Drive southerly approximately 0.50 miles to the intersection of El Molino Drive;
- Barranca Drive – from the intersection of Encanto Drive northwesterly approximately 1.21 miles;
- Capistrano Drive – from the intersection of Calle De La Plata and Encanto Drive southwesterly approximately 0.89 miles;
- Cielo Vista Drive – from the intersection of La Posada Drive northerly approximately 0.75 miles;
- El Molino Drive – from the intersection of Los Pinos Drive easterly approximately 0.50 miles;
- Encanto Court – from the intersection of Encanto Drive northeasterly approximately 0.04 miles;
- Encanto Drive – from the intersection of Capistrano Drive and Calle De La Plata northeasterly approximately 2.61 miles.
- Ensenada Lane – from the intersection of La Mancha Drive westerly approximately 0.08 miles.
- La Mancha Drive – from the intersection of El Molino Drive southeasterly approximately 0.62 miles;
- La Posada Drive – from the intersection of Desert Vista Drive easterly approximately 0.13 miles;

- La Jolla Lane – from the intersection of La Mancha Drive southwesterly approximately 0.25 miles;
- Los Arboles Lane – from the intersection of Encanto Drive southerly approximately 0.53 miles;
- Los Pinos Drive – from the intersection of El Molino Drive south to the intersection of Valle De Sol Blvd. approximately 0.50 miles;
- Piedras Drive – from the intersection of La Posada Drive northerly approximately 0.46 miles;
- Quivera Lane – from the intersection of Encanto Drive southerly approximately 0.33 miles;
- Rio Seco Lane – from the intersection of Valle Verde Drive southeasterly approximately 0.28 miles;
- Valle De Sol Blvd. – from the intersection of Las Pinos Drive westerly approximately 0.24 miles.
- Valle Verde Drive – from the intersection of Calle De La Plata easterly approximately 1.98 miles.

The Project described above is to be constructed and acquired by the County at an estimated preliminary total cost of \$12,810,000 and a maximum cost of \$13,573,900.00, all of which is estimated to be paid by the levy of assessments against property in District No. 32 as further described below.

The amount to be assessed for the Project will be levied upon all tracts in District No. 32, i.e., upon each piece, lot, tract or parcel in District No. 32, in proportion to the special benefits derived. Accordingly, each parcel will be assessed in proportion to the estimate maximum special benefit that property will receive for the construction and acquisition of the Project. In order to determine the estimated maximum special benefit for each parcel, a modified zone/per parcel method is being used, and District No. 32 is being divided into 4 different zones of benefit.

Zone 1 includes all parcels in District No. 32 (“Dues Paying Parcels”) that are required to pay dues to the Spanish Springs Valley Ranches Property Owners’ Association (the “Association”). The estimated maximum benefit from construction and acquisition of the Project for each parcel in Zone 1 has been determined to at least equal the present value

of the amount of dues estimated to be payable over the next 30 years (as shown in Exhibit D to the Engineer's Report to the Board of County Commissioners on Benefits (the "Engineer's Report on Benefits"), on file as described below) by that parcel if the Project were not constructed and acquired. On this basis, it has been determined that the estimated maximum benefit from the construction and acquisition of the Project for the Dues Paying Parcels which pay dues in an amount equal to 100% of the base dues is at least \$28,000 and the estimated maximum benefit from the construction and acquisition of the Project for the Dues Paying Parcels which pay dues in an amount equal to 90% of the base dues is at least \$25,200.

Zones 2, 3 and 5 consists of typical parcels in District No. 32 that do not pay dues to the Association ("Non-dues Paying Parcels"). Each Zone represents typical Non-dues Paying Parcels that are located in different areas in District No. 32, with different access to the streets being acquired and improved in District No. 32. Based on these characteristics, and the other factors mentioned in the Engineer's Report on Benefits and Exhibit A-1 and Exhibit A-2 thereto, the estimated maximum benefit from the construction and acquisition of the Project (a) for the parcels in Zone 2 is at least \$11,000 per parcel, and (b) for the parcels in Zone 3 is at least \$11,000 per parcel.

In addition, an equitable adjustment was made for each Non-dues Paying Parcel that due to the size and shape of the particular parcel and the kind and character of the improvements, was not a typical parcel and therefore was not included in Zone 2 or 3. Zone 5 was established for these non-typical Non-dues Paying Parcels. This equitable adjustment has been made in determining the estimated maximum benefit from the construction and acquisition of the Project for the parcels in Zone 5, so that the estimated maximum benefit used for each particular parcel in Zone 5 correctly reflects the estimated maximum benefit that that parcel will receive from the Project.

An estimate of the portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon, each piece or parcel of property in District No. 32 is stated in the Preliminary Assessment Roll, on file as described below.

The boundaries consist of the streets being improved and each of the parcels described by Assessment Parcel Number ("APN") as follows:

No. 1	APN 076-090-22	No. 50	APN 076-300-52	No. 99	APN 076-310-63	No. 148	APN 076-360-87
2	076-090-45	51	076-300-55	100	076-360-20	149	076-360-89
3	076-090-46	52	076-300-56	101	076-360-21	150	076-360-90
4	076-090-47	53	076-300-57	102	076-360-22	151	076-371-03
5	076-190-27	54	076-300-58	103	076-360-23	152	076-371-04
6	076-190-28	55	076-300-60	104	076-360-24	153	076-371-05
7	076-290-20	56	076-300-61	105	076-360-25	154	076-371-06
8	076-290-21	57	076-310-02	106	076-360-26	155	076-371-07
9	076-290-22	58	076-310-05	107	076-360-27	156	076-371-08
10	076-290-24	59	076-310-11	108	076-360-28	157	076-371-09
11	076-290-25	60	076-310-13	109	076-360-29	158	076-371-10
12	076-300-03	61	076-310-14	110	076-360-30	159	076-371-11
13	076-300-06	62	076-310-15	111	076-360-31	160	076-371-12
14	076-300-11	63	076-310-16	112	076-360-32	161	076-371-16
15	076-300-13	64	076-310-18	113	076-360-33	162	076-371-17
16	076-300-15	65	076-310-19	114	076-360-34	163	076-371-20
17	076-300-16	66	076-310-20	115	076-360-35	164	076-371-21
18	076-300-17	67	076-310-21	116	076-360-39	165	076-371-24
19	076-300-18	68	076-310-25	117	076-360-40	166	076-371-25
20	076-300-20	69	076-310-26	118	076-360-41	167	076-371-40
21	076-300-21	70	076-310-27	119	076-360-42	168	076-371-41
22	076-300-22	71	076-310-28	120	076-360-43	169	076-371-42
23	076-300-23	72	076-310-29	121	076-360-44	170	076-371-43
24	076-300-24	73	076-310-30	122	076-360-45	171	076-371-47
25	076-300-25	74	076-310-31	123	076-360-46	172	076-371-48
26	076-300-26	75	076-310-32	124	076-360-47	173	076-371-49
27	076-300-27	76	076-310-33	125	076-360-48	174	076-371-50
28	076-300-28	77	076-310-36	126	076-360-49	175	076-371-51
29	076-300-29	78	076-310-39	127	076-360-50	176	076-371-52
30	076-300-30	79	076-310-40	128	076-360-51	177	076-371-53
31	076-300-31	80	076-310-44	129	076-360-52	178	076-371-54
32	076-300-32	81	076-310-45	130	076-360-53	179	076-371-55
33	076-300-33	82	076-310-46	131	076-360-54	180	076-372-01
34	076-300-34	83	076-310-47	132	076-360-55	181	076-372-02
35	076-300-35	84	076-310-48	133	076-360-56	182	076-372-03
36	076-300-36	85	076-310-49	134	076-360-57	183	076-372-04
37	076-300-37	86	076-310-50	135	076-360-58	184	076-372-05
38	076-300-38	87	076-310-51	136	076-360-59	185	076-372-06
39	076-300-39	88	076-310-52	137	076-360-73	186	076-372-07
40	076-300-40	89	076-310-53	138	076-360-74	187	076-372-08
41	076-300-41	90	076-310-54	139	076-360-76	188	076-372-09
42	076-300-42	91	076-310-55	140	076-360-77	189	076-372-10
43	076-300-43	92	076-310-56	141	076-360-78	190	076-372-11
44	076-300-44	93	076-310-57	142	076-360-80	191	076-372-12
45	076-300-45	94	076-310-58	143	076-360-81	192	076-372-13
46	076-300-46	95	076-310-59	144	076-360-82	193	076-380-01
47	076-300-47	96	076-310-60	145	076-360-84	194	076-380-13
48	076-300-48	97	076-310-61	146	076-360-85	195	076-380-17
49	076-300-49	98	076-310-62	147	076-360-86	196	076-380-19

No. 197	APN 076-380-21	No. 246	APN 076-380-70	No. 295	APN 076-390-56	No. 344	APN 076-690-28
198	076-380-22	247	076-380-71	296	076-390-57	345	076-690-29
199	076-380-23	248	076-380-72	297	076-390-58	346	076-690-30
200	076-380-24	249	076-380-73	298	076-390-59	347	076-690-31
201	076-380-25	250	076-380-74	299	076-390-60	348	076-690-32
202	076-380-26	251	076-380-75	300	076-390-61	349	076-690-34
203	076-380-27	252	076-380-76	301	076-390-62	350	076-690-35
204	076-380-28	253	076-380-77	302	076-390-63	351	076-690-36
205	076-380-29	254	076-380-78	303	076-390-64	352	076-690-38
206	076-380-30	255	076-380-79	304	076-390-65	353	076-690-39
207	076-380-31	256	076-380-80	305	076-390-70	354	076-690-40
208	076-380-32	257	076-390-07	306	076-390-71	355	076-690-42
209	076-380-33	258	076-390-08	307	076-390-72	356	076-690-43
210	076-380-34	259	076-390-14	308	076-390-73	357	076-690-44
211	076-380-35	260	076-390-19	309	076-390-74	358	076-690-45
212	076-380-36	261	076-390-20	310	076-390-75	359	076-690-46
213	076-380-37	262	076-390-21	311	076-390-76	360	076-690-47
214	076-380-38	263	076-390-22	312	076-390-77	361	076-690-48
215	076-380-39	264	076-390-23	313	076-390-79	362	076-690-49
216	076-380-40	265	076-390-24	314	076-390-84	363	076-690-50
217	076-380-41	266	076-390-25	315	076-390-85	364	076-690-51
218	076-380-42	267	076-390-26	316	076-390-86	365	076-690-52
219	076-380-43	268	076-390-27	317	076-390-87	366	076-690-53
220	076-380-44	269	076-390-28	318	076-390-88	367	076-690-54
221	076-380-45	270	076-390-29	319	076-390-89	368	076-690-55
222	076-380-46	271	076-390-30	320	076-390-90	369	076-690-56
223	076-380-47	272	076-390-31	321	076-390-91	370	076-690-57
224	076-380-48	273	076-390-32	322	076-690-01	371	076-690-58
225	076-380-49	274	076-390-33	323	076-690-02	372	076-690-59
226	076-380-50	275	076-390-34	324	076-690-03	373	076-690-60
227	076-380-51	276	076-390-35	325	076-690-04	374	076-690-61
228	076-380-52	277	076-390-36	326	076-690-05	375	076-690-62
229	076-380-53	278	076-390-37	327	076-690-08	376	076-690-63
230	076-380-54	279	076-390-38	328	076-690-09	377	076-690-65
231	076-380-55	280	076-390-39	329	076-690-10	378	076-690-66
232	076-380-56	281	076-390-40	330	076-690-11	379	076-690-68
233	076-380-57	282	076-390-41	331	076-690-12	380	076-690-69
234	076-380-58	283	076-390-42	332	076-690-13	381	076-690-71
235	076-380-59	284	076-390-43	333	076-690-14	382	076-690-72
236	076-380-60	285	076-390-44	334	076-690-15	383	076-870-01
237	076-380-61	286	076-390-45	335	076-690-16	384	076-870-02
238	076-380-62	287	076-390-46	336	076-690-17	385	076-870-03
239	076-380-63	288	076-390-47	337	076-690-18	386	076-870-04
240	076-380-64	289	076-390-48	338	076-690-19	387	076-870-05
241	076-380-65	290	076-390-51	339	076-690-20	388	076-870-06
242	076-380-66	291	076-390-52	340	076-690-23	389	076-870-07
243	076-380-67	292	076-390-53	341	076-690-24	390	076-870-08
244	076-380-68	293	076-390-54	342	076-690-25	391	076-870-09
245	076-380-69	294	076-390-55	343	076-690-27	392	076-870-10

No.	APN	No.	APN	No.	APN	No.	APN
393	076-870-11	422	076-890-12	451	076-900-07	480	534-562-06
394	076-870-12	423	076-890-13	452	076-900-08	481	534-562-07
395	076-870-13	424	076-890-14	453	077-230-07	482	534-571-01
396	076-870-14	425	076-890-17	454	077-230-08	483	534-581-01
397	076-880-01	426	076-890-18	455	077-230-09	484	534-581-02
398	076-880-02	427	076-890-19	456	077-230-10	485	534-581-03
399	076-880-03	428	076-890-20	457	077-230-11	486	534-581-04
400	076-880-04	429	076-890-21	458	077-230-12	487	534-581-05
401	076-880-05	430	076-890-22	459	077-230-13	488	534-581-06
402	076-880-06	431	076-890-23	460	077-230-14	489	534-581-07
403	076-880-07	432	076-890-24	461	077-230-15	490	534-581-08
404	076-880-08	433	076-890-25	462	077-230-16	491	534-581-09
405	076-880-09	434	076-890-26	463	077-230-17	492	534-581-10
406	076-880-10	435	076-890-27	464	077-230-18	493	534-581-11
407	076-880-11	436	076-890-28	465	077-230-19	494	534-581-12
408	076-880-12	437	076-890-29	466	077-230-20	495	534-582-01
409	076-880-13	438	076-890-30	467	077-230-21	496	534-582-02
410	076-880-14	439	076-890-31	468	077-230-22	497	534-582-03
411	076-880-15	440	076-890-32	469	077-480-17	498	534-582-04
412	076-880-16	441	076-890-34	470	534-561-10	499	534-582-05
413	076-890-03	442	076-890-35	471	534-561-11	500	534-582-06
414	076-890-04	443	076-890-37	472	534-561-12	501	534-582-07
415	076-890-05	444	076-890-38	473	534-561-13	502	534-582-08
416	076-890-06	445	076-900-01	474	534-561-14	503	534-582-09
417	076-890-07	446	076-900-02	475	534-562-01	504	534-582-10
418	076-890-08	447	076-900-03	476	534-562-02	505	534-582-11
419	076-890-09	448	076-900-04	477	534-562-03	506	534-582-12
420	076-890-10	449	076-900-05	478	534-562-04		
421	076-890-11	450	076-900-06	479	534-562-05		

Properties identified by parcel numbers in the description of the boundaries of District No. 32 refer to the properties listed with those parcel numbers in the records and maps of the Washoe County Assessor and filed for record in the office of the County Recorder of Washoe County. Such parcels are also shown on the maps and Preliminary Plans and Specifications for District No. 32 filed with the Board of County Commissioners and available for inspection at the office of the County Clerk and the office of the County Engineer.

All persons interested are hereby advised that the Preliminary Plans and Specifications (showing a typical section of the contemplated improvements) and the assessment plat including the preliminary assessment roll (i.e., tabulation of parcels), a preliminary estimate of the total cost of the Project, a description of the property and tracts to be assessed and the portion of the cost to be

assessed thereagainst, and the amount of maximum benefits estimated to be conferred on each piece or parcel of property, the Engineer's Report on Benefits, and all proceedings in the premises, are on file in the office of the County Engineer, 1001 East Ninth Street, Reno, Nevada and at the office of the County Clerk, County Courthouse, 75 Court Street, Reno, Nevada, and can be seen and examined by any property owner, or other interested persons, during regular business hours.

Pursuant to NRS 271.357, the Board has established a procedure to postpone assessments for persons whose principal residence will be included in the boundaries of District No. 32 and who believe that the payment of the assessments will create a financial hardship. Persons who are interested in the eligibility criteria and completing an application for a hardship determination should contact the Washoe County Department of Social Services (the "Department") at P.O. Box 11130, 1001 East Ninth Street, Building C, Room 135, Reno, NV 89520 or (775) 328-2300 to obtain an application. All completed applications must be filed with the Department on or before October 2, 2009 in order to be considered at the hearing on October 13, 2009.

On October 13, 2009 at 6:00 p.m., at the Commissioners' Chambers, Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, the Board of County Commissioners will consider the ordering of the proposed Project and will hear all complaints, protests and objections that may be made in writing and filed as hereafter provided, or made verbally at the hearing, concerning the same, by the owner of any tract or parcel to be assessed or any person interested and will consider each application for a hardship determination (the "hardship determination"). The owners of the property to be assessed or any other person interested therein may appear before the Board and be heard as to the propriety and advisability of acquiring and improving the Project, as to the estimated cost thereof, as to the manner of payment therefor, and as to the amount thereof to be assessed against each tract in District No. 32.

The Board requests that any property owner or interested person wishing to make protest or objection, make such protest or objection (other than applications for hardship determinations) in writing at the office of the County Clerk on or before 5:00 p., Pacific time, on October 9, 2009, at least three (3) days before the time set for such hearing. On the date and at the place fixed for such hearing, any and all property owners interested in the Project may, by written complaint, protest or objection, present their views to the Board, or present them orally, and the Board may adjourn the hearing from time to time. Any person filing a written protest or objection as hereinabove provided

shall have the right within thirty (30) days after the Board has finally passed on such protest or objection to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination, but thereafter all actions or suits attacking the validity of the proceedings and the amount of benefits shall be perpetually barred. If the owners of more than one-half of the lots to be assessed in District No. 32 file written protests or objections at least three (3) days before the time set for such hearing, then the Project shall not be acquired unless more than one-half of the cost of that Project is defrayed with county funds derived from other than the levy of special assessments.

A person should object to the formation of District No. 32 using the procedure outlined in this notice if his or her support for District No. 32 is based upon a statement or representation concerning the Project that is not contained in the language of this notice.

If a person objects to the amount of maximum benefits estimated to be assessed or to the legality of the proposed assessments in any respect: he is entitled to be represented by counsel at the hearing; any evidence he desires to present on these issues must be presented at the hearing; and evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.315.

THE PROPERTY OWNER'S ONLY CHANCE TO PRESENT EVIDENCE TO DEMONSTRATE THAT HIS OR HER ESTIMATED ASSESSMENTS ARE EXCESSIVE WILL BE THROUGH THE PRESENTATION OF WRITTEN EVIDENCE TO THE COUNTY CLERK AS PROVIDED ABOVE AND AT THE PUBLIC HEARING AT THE TIME AND PLACE DESIGNATED ABOVE. THE PROPERTY OWNER WILL NOT BE ABLE TO PRESENT ANY ADDITIONAL EVIDENCE UPON SUBSEQUENT APPEAL TO THE DISTRICT COURT.

After such hearing, said Board shall determine the advisability of undertaking the Project and, if it determines to proceed, shall determine the kind and character of such improvements so to be made and shall authorize the County Engineer, on behalf of Washoe County, to advertise for bids for the doing of such work and the furnishing of all necessary materials by the lowest responsible bidder or bidders.

After the determination of the actual cost of the Project, assessments shall be levied in accordance with the laws of the State of Nevada. In no event shall the assessments exceed the estimated maximum special benefits to the property assessed or the reasonable market value of the property being assessed (as determined by the Board). The Board shall provide that the assessments may be payable without interest and without demand during a specified cash payment period or, at

the election of the owner, in forty (40) substantially equal semi-annual installments which will include both principal and interest. The Board shall also provide the time and terms of payment of such assessments and shall fix penalties to be collected upon delinquent payments. The Board shall fix or adjust, or authorize the County Manager or County Finance Director to fix or adjust, the rate of interest on unpaid installments of assessments which will not exceed by more than 1% the highest rate of interest payable on District No. 32's assessment bonds at any maturity. Before assessment bonds are issued or if assessment bonds are not issued, the rate of interest on unpaid installments of assessments shall be 7% or otherwise established by resolution of the Board or as fixed or adjusted by the County Manager or County Finance Director. In no event will the interest rate on unpaid assessments exceed 14% per annum.

The effective interest rate on District No. 32's assessment bonds will not exceed the then-effective statutory limit, if any, for interest on assessment bonds. Such limit currently states that the interest rate may not exceed by more than 3% the Index of Twenty Bonds which shall have been most recently published in The Bond Buyer before bids for the bonds are received, or before a negotiated offer for the sale of such bonds is accepted. In no event will the interest rates on bonds exceed 14% per annum.

By order of the Board of County Commissioners of the County of Washoe, Nevada.

Dated this September 8, 2009.

/s/ Amy Harvey
County Clerk

(End of Form of Notice)

Section 5. The agreement between the County and Spanish Springs Valley Ranches Property Owners' Association in substantially the form attached to the Engineer's Report on Benefits (as amended the "Agreement"), is hereby approved and the Chair and Clerk are authorized to execute and deliver the Agreement on behalf of the County.

Section 6. All action, proceedings, matters and things heretofore taken, had and done by the County and the officers thereof (not inconsistent with the provisions of this resolution) concerning the District be, and the same hereby are, ratified, approved and confirmed.

Section 7. In order to permit the County to reimburse itself for prior expenditures relating to the Project with the proceeds of bonds, the Board hereby determines and declares as follows:

a. The County reasonably expects to incur expenditures with respect to the Project prior to the issuance of bonds for financing the Project and to reimburse those expenditures from the issuance of bonds; and

b. The maximum principal amount of bonds expected to be used to reimburse such expenditures is \$13,573,900.00.

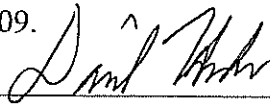
Section 8. The officers of the County are directed to effectuate the provisions of this resolution.

Section 9. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of such inconsistency.

Section 10. The invalidity of any provision of this resolution shall not affect any remaining provisions hereof.

Section 11. The Board has determined, and does hereby declare, that this resolution shall be in effect after its passage in accordance with law.

PASSED AND ADOPTED ON SEPTEMBER 8, 2009.



Chair
Board of County Commissioners
Washoe County, Nevada

(SEAL)

Attest:

County Clerk



STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

I am the duly chosen, qualified and acting County Clerk of Washoe County (the “County”), in the State of Nevada, and do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution of the Board of County Commissioners (the “Board”) adopted at a meeting of the Board held on September 8, 2009 (the “Resolution”).

2. The members of the Board voted on the Resolution as follows:


Those Voting Aye: John Breternitz
 David Humke
 Kitty Jung
 Robert M. Larkin
 Bonnie Weber

Those Voting Nay: _____

Those Absent: _____

3. The original of the Resolution has been approved and authenticated by the signatures of the Chair of the Board and myself as County Clerk and has been recorded in the minute book of the Board kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County this 8th day of Sept, 2009.

Amy Harvey
County Clerk
Washoe County, Nevada


(SEAL)

The undersigned does hereby certify:

1. All members of the Board were given due and proper notice of the meeting held on September 8, 2009.

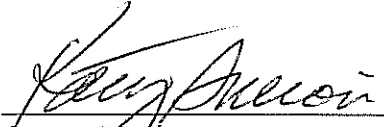
2. Public notice of such meeting was given and such meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice of meeting and excerpts from the agenda for the meeting relating to the Resolution, as posted not later than 9:00 a.m. on the third working day prior to the meeting, on the County's website, and at the following locations:

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

is attached as Exhibit A.

3. Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each person, if any, who has requested notice of meetings of the Board in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

IN WITNESS WHEREOF, I have hereunto set my hand this September 8, 2009.



County Manager (or representative thereof)
Washoe County, Nevada

EXHIBIT A

(Attach Notice of Meeting)

COUNTY COMMISSIONERS

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

COUNTY MANAGER

Katy Simon

**ASSISTANT
DISTRICT ATTORNEY**

Paul Lipparelli

AGENDA

WASHOE COUNTY BOARD OF COMMISSIONERS

COMMISSION CHAMBERS - 1001 E. 9th Street, Reno, Nevada

September 8, 2009

10:00 a.m.

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

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

Public Comment during the Commission Meeting on September 8, 2009 will be for all matters, both on and off the agenda, and be limited to two minutes per person. Additionally, public comment of two minutes per person will be heard during individual action items on the agenda. Persons are invited to submit comments in writing on the agenda items and/or attend and make comment on that item at the Commission meeting.

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

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

18. Introduction and first reading of an Ordinance amending Chapter 21 (Miscellaneous and Additional Taxes) establishing a fee on the commencement of any civil action or proceeding in the District Court for which a filing fee is required and on the filing of any answer or appearance in any such action or proceeding for which a filing fee is required; and providing for the collection, accounting and use of such fees for court security or certain capital costs; and other matters properly related thereto--Manager. (All Commission Districts.)

6:00 p.m.

19. Recommendation to approve Resolution amending Resolution No. 03-338 making a Provisional Order for the acquisition and improvement of a street project in Washoe County, Nevada, Special Assessment District No. 32 (Spanish Springs Valley Ranches Roads) in the preliminary estimated amount of \$12,810,000; setting a time and place for a public hearing on the project as amended; providing the manner, form and contents of a notice thereof; ratifying action heretofore taken not inconsistent herewith; and providing the effective date hereof]; and if approved authorize Chairman to execute Resolution and Amendment to Agreement dated March 25, 2003 between the County of Washoe and The Spanish Springs Valley Ranches Property Owners' Association (minor language changes and clarification for dissolving the Property Owners' Association)--Public Works. (Commission District 4.)

6:00 p.m.

Public Hearings. (Note: Items listed under this heading only will be heard at or after the noted time. In no case will they be heard before the stated time. Due to public testimony and discussion, time expended on the items in this category can vary.)

20. Second reading and adoption of an Ordinance adding the basic power to furnish recreational facilities to the basic powers granted to the Sun Valley General Improvement District; and providing other matters properly related thereto (Bill No. 1595)--District Attorney. (All Commission Districts.).
21. Second reading and adoption of an Ordinance amending the Washoe County Code at Chapter 125 by clarifying civil code enforcement and by adding a whole new part for the administrative enforcement of codes, to include purpose, definitions, prohibited acts, authority and remedies, inspections, investigation of complaints, correction and violation notices, mediation, penalties, recordation and removal of notices, withholding permits and licenses, abatement, administrative hearings, hearing officers, administrative orders, time limits and extensions, appeals, misdemeanor criminal offense for noncompliance, service of notices, administrative fees, recovery of penalties and fees to include liens, and providing other matters properly relating thereto (Bill No. 1597)--Community Development. (All Commission Districts.)