

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

TUESDAY

10:00 A.M.

OCTOBER 11, 2011

PRESENT:

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

Nancy Parent, Chief Deputy Clerk (10:00 a.m. to 12:24 p.m.)

Amy Harvey, County Clerk (6:00 p.m. to 6:45 p.m.)

Katy Simon, County Manager

Paul Lipparelli, Legal Counsel

The Washoe County Board of Commissioners convened at 10:00 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:

11-881 AGENDA ITEM 3 – PUBLIC COMMENT

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

Sam Dehne spoke on the rules for public comment.

11-882 AGENDA ITEM 4 – ANNOUNCEMENTS

Agenda Subject: “Commissioners’/Manager’s Announcements, Requests for Information, Topics for Future Agendas, Statements Relating to Items Not on the Agenda and any ideas and suggestions for greater efficiency, cost effectiveness and innovation in County government. (No discussion among Commissioners will take place on this item.)”

Since the County did not have the needed jurisdiction, Commissioner Jung requested an item to ask the State Attorney General (AG) to look into the Tetrachloroethylene (PCE) contamination in the downtown core and the remediation district. She said much of District 3 was located in the remediation district and because of

that remediation those citizens paid more for their Truckee Meadows Water Authority (TMWA) bill.

Chairman Breternitz welcomed Assemblywoman Debbie Smith to the meeting.

***10:07 a.m.** Commissioner Weber arrived.

Commissioner Weber stated that she met with the Washoe County School District and proposers of the Black Rock Boy's Ranch, which would be located near Gerlach. She commented that the School District would help in the implementation of the Boy's Ranch. Commissioner Weber attended the Virginia City – Truckee Railroad (V&T) meeting and announced that the “Polar Express” would be conducted this year on the V&T Railroad. She commented that the V&T Commission would conduct a presentation to request funding to the five counties involved with the Railroad. Commissioner Weber also attended the Nevada Commission on Aging and Disability Services meeting. She announced that her “Coffee and Conversation” was scheduled for October 15, 2011 at the Sierra Sage Golf Course and invited the public to attend.

11-883 AGENDA ITEM 5 - RESOLUTION

Agenda Subject: “Resolution of Appreciation--Tom Noblett. (Requested by Commission Jung.)”

Commissioner Jung read and presented the Resolution of Appreciation to Tom Noblett. Mr. Noblett thanked the Board for this honor and thanked everyone who dedicated their time and efforts toward community involvement.

Grady Tarbutton, Senior Services Director, said that Mr. Noblett was a tremendous supporter of senior citizens and was also a good friend.

Assemblywoman Debbie Smith appreciated Mr. Noblett's contributions to the Sun Valley area and thanked him for his persistence and dedication.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 5 be adopted.

11-884 AGENDA ITEM 6 - PROCLAMATION

Agenda Subject: “Proclamation--October 2011 as National Community Planning Month in Washoe County. (All Commission Districts.)”

Commissioner Larkin read and presented the Proclamation to Dave Childs, Assistant County Manager. Mr. Childs recognized the partnership of citizens, staff and the development community in building better communities. As a region, the goal was to build well planned neighborhoods that citizens wanted to live in.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 6 be adopted.

CONSENT AGENDA

11-885 AGENDA ITEM 7A

Agenda Subject: “Approve minutes for the Board of County Commissioners’ meetings of September 13 and 20, 2011.”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 7A be approved.

11-886 AGENDA ITEM 7B – ALTERNATIVE SENTENCING

Agenda Subject: “Accept additional one year grant funding for the Washoe County Repeat DUI Prevention Program [\$45,000 with no County match] for Federal Fiscal Year 2012 (Project Number 22-AL-13) from Nevada Department of Public Safety/Office of Traffic Safety; and if accepted, direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 7B be accepted and directed.

11-887 AGENDA ITEM 7C – HEALTH DISTRICT

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

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that the request from Alfred Ventura to disinter and remove the remains of Michael Ventura, his son, who died on February 22, 2011 be approved. It was noted that the death certificate indicates the death was not due to a communicable disease.

11-888 AGENDA ITEM 7D – PUBLIC WORKS

Agenda Subject: “Authorize the Chairman to execute the Community Rating System Renewal Application to the National Flood Insurance Program for a continued reduction in local flood insurance policy premiums. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 7D be authorized and executed.

11-889 AGENDA ITEM 7E – PARKS

Agenda Subject: “Authorize the Public Works Department in coordination with Regional Parks & Open Space to bid American Recovery & Reinvestment Act (ARRA) 2009 Verdi Fire Ecosystem Restoration Implementation Project. (Commission Districts 1 and 5.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 7E be authorized.

11-890 AGENDA ITEM 7F – SOCIAL SERVICES

Agenda Subject: “Approve 2010 Shelter Plus Care Renewal Agreement between the County of Washoe and the Department of Housing and Urban Development (HUD) [\$56,832] for the period retroactive August 1, 2011 to July 31, 2012 and subsequently approve Subgrant for Shelter Plus Care Services between the County of Washoe and ReStart, Inc. for a total award of \$96,832 which is comprised of pass

through funding in the amount of \$56,832 from the HUD award with County match of \$40,000 for housing coordination and supportive services for term retroactive July 1, 2011 to July 31, 2012; and if all approved, authorize Chairman to execute Renewal Agreement and Subgrant documents and direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 7F be approved, authorized, executed and directed.

11-891 AGENDA ITEM 7G – TREASURER

Agenda Subject: “Authorize Washoe County Treasurer to auction all newly delinquent lands held in trust with the exception of those parcels listed on Exhibit “A”; and if authorized, approve and authorize Chairman to execute Resolution authorizing the Washoe County Treasurer to transfer to other governmental entities, real property held in trust due to property tax delinquencies and other matters properly related thereto (Tax Delinquent Property List 2011 on file in County Manager’s Office). (All Commission Districts.)”

There was no public comment on this item.

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

11-892 AGENDA ITEM 7H(1) – MANAGEMENT SERVICES/EMERGENCY MANAGER

Agenda Subject: “Accept donation of a trailer-mounted, 150KW, Olympian D60P1 Generator SN:E6227A/001 [valued at \$5,000] from the Regional Transportation Commission for Washoe County Emergency Management and Homeland Security; and if accepted, direct the Finance Department to make the appropriate adjustments to the financial records. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked the Regional Transportation Commission (RTC) for their generous donation to the Washoe County Emergency Management and Homeland Security.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 7H(1) be accepted and directed.

11-893 AGENDA ITEM 7H(2) – INTERNAL AUDIT

Agenda Subject: “Acknowledge receipt of the Three-Year Schedule of Audits for Internal Audit Division. (All Commission Districts.)”

Commissioner Larkin inquired when Animal Services was scheduled to be audited. Katy Simon, County Manager, replied that audits were conducted on a risk-based assessment and that the Audit Committee reviewed the audit schedule.

Alison Gordon, Internal Auditor, explained that Animal Services would be audited subsequent to the three-year schedule because a national audit was recently completed. Based on those findings, Animal Services fell to a lower level on the risk-based assessment. She indicated that a risk assessment was conducted on all County departments.

Chairman Breternitz noted that he sat on the Audit Committee. He said they set the schedule, approved the recommendations and made changes as deemed necessary.

Commissioner Larkin felt that some risk factors had occurred that could elevate the need for an internal audit on Animal Services in order to arrive at an independent verification. Ms. Simon indicated that the Animal Services Fund was audited by the County’s external auditor, Kafoury and Armstrong, and said that year-end audit was being completed and would be presented to the Board in November. Commissioner Larkin stated that he had received several e-mails which brought up concerns of risk factors. He requested an analysis or discussion in regard to those risk factors.

Chairman Breternitz asked if Commissioner Larkin was requesting the Audit Committee reconsider the priority placed on an Animal Services internal audit. Commissioner Larkin stated that was correct. Chairman Breternitz remarked that he would forward that request to the Audit Committee.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 7H(2) be acknowledged.

11-894 AGENDA ITEM 7H(3) – INTERNAL AUDIT

Agenda Subject: “Acknowledge receipt of Annual Report from the Internal Audit Division for Fiscal Year 2010-11. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 7H(3) be acknowledged.

11-895 AGENDA ITEM 7I(1) - SHERIFF

Agenda Subject: “Accept donations [\$150] in Memory of Matthew John McGill to the Washoe County Sheriff’s Office, Search and Rescue, to be used for Search and Rescue-Hasty equipment and supplies; and if accepted, authorize Finance to make the necessary budget adjustments. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked the family of Matthew John McGill for their generous donation to the Washoe County Sheriff’s Office, Search and Rescue unit.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 7I(1) be accepted and authorized.

11-896 AGENDA ITEM 7I(2) – SHERIFF

Agenda Subject: “Accept supplemental grant award [\$2,350, no County match required] from the Nevada Office of Traffic Safety for Fiscal Year 2011 to cover overtime costs to conduct Traffic Enforcement Checkpoints; and if accepted, direct Finance to make the necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 7I(2) be accepted and directed.

11-897 AGENDA ITEM 7I(3) – SHERIFF

Agenda Subject: “Accept Justice Assistance Grant Award [\$3,500, no cash match] from the State of Nevada, Department of Public Safety, Office of Criminal Justice Assistance through the Reno Police Department Gang Unit to cover overtime costs

associated with the Project Safe Neighborhood; grant # 10-PSN-04; and if accepted, direct Finance to make the necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 7I(3) be accepted and directed.

11-898 AGENDA ITEM 7I(4) - SHERIFF

Agenda Subject: “Approve authorization of non-county employee per diem and travel expense [approximately \$5,400] for the performance of an external audit of the Forensic DNA Testing and the DNA Databasing Laboratories according to the Federal Quality Assurance Standards, November 7 - 9, 2011. Travel expenses are requested for Ms. Pamela Mikulcik, Ms. Robin Rothove, and Ms. Kimberly Wilutis. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 7I(4) be approved.

11-899 AGENDA ITEM 7I(5) – SHERIFF

Agenda Subject: “Authorize the Washoe County Sheriff’s Office, with the assistance of the Purchasing Department, to develop and administer a Request for Proposal seeking qualified individuals or firms to serve civil process, specifically bank levies and wage garnishments, in lieu of County personnel. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 7I(5) be authorized.

11-900 AGENDA ITEM 7I(6) - SHERIFF

Agenda Subject: “Approve Search and Rescue Medical Support Services Agreement between the County of Washoe (Sheriff’s Office) and REMSA (Regional Emergency Medical Services Authority) [no fiscal impact] for search and rescue operations and approve accompanying Business Associate Agreement; and if both approved, authorize Chairman to execute Agreements. (All Commission Districts.)”

Commissioner Larkin congratulated Sheriff Mike Haley and the Regional Emergency Medical Services Authority (REMSA) for this critical agreement that was leaning toward the unification of a regional emergency medical service.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 7I(6) be approved, authorized and executed.

BLOCK VOTE

The following agenda items were consolidated and voted on in a block vote: Agenda Items 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20.

11-901 AGENDA ITEM 11 – MANAGEMENT SERVICES/GRANTS COORDINATOR

Agenda Subject: “Recommendation to accept 2011 Emergency Management Performance Grant from the State of Nevada, Division of Emergency Management [\$120,877] retroactively for the period of October 1, 2010 through March 31, 2012; and if this grant is retroactively accepted, direct Finance Department to reimburse the General Fund for the expense of \$88,162.57 that was transferred in Fiscal Year 2011 [requires a soft match of \$120,877 by applying the salary expense of Washoe County Sheriff Search and Rescue positions; in the amounts of \$88,162.57 for Federal Fiscal Year 2011 and \$32,714.43 for Fiscal Year 2012]; and if accepted, direct the Finance Department to make the appropriate budget adjustments. (All Commission Districts.)”

Katy Simon, County Manager, explained that many changes had occurred in federal and State grants. She said this grant passed through the State Division of Emergency Management. With the consent of Sheriff Mike Haley, salaried Washoe County Sheriff Search and Rescue (SAR) positions would be used as the match, which qualified for the Emergency Management performance grant matching.

There was no public comment on this item.

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

11-902 AGENDA ITEM 12 – SENIOR SERVICES

Agenda Subject: “Recommendation to accept Nutrition Grant Awards from the State of Nevada Aging and Disability Services Division [\$286,136 with \$50,501 County match] for the Home Delivered Meals Program and [\$230,753 with \$40,726

County match] for the Congregate Meals Program, retroactively to September 30, 2011 through September 29, 2012; and if accepted, authorize the Chairman to execute the Notifications of Grant Award and direct the Finance Department to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 12 be accepted, authorized, executed and directed.

11-903 AGENDA ITEM 13 – DISTRICT COURT

Agenda Subject: “Recommendation to award Fiscal Year 2011-2012 purchase requisition to ACS Government Systems, Inc. [not to exceed \$181,751.22] for the annual maintenance and support agreement for the Second Judicial District Court’s case management system retroactive from July 1, 2011 to June 30, 2012. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 13 be awarded.

11-904 AGENDA ITEM 14 - PARKS

Agenda Subject: “Recommendation to accept a U.S. Fish and Wildlife Service Grant [\$150,000, no match required] for the Verdi Pond Liner Project at Crystal Peak Park; and if accepted, authorize the Director of Regional Parks and Open Space to execute the Cooperative Agreement and all associated grant paperwork for the project; direct the Finance Department to make all necessary financial adjustments; and, award base bid and Alternate A for the Verdi Pond Liner project to the lowest responsive and responsible bidder (staff recommends F & P Construction) [\$394,968.61]; and if awarded, authorize the Chairman to execute.”

Katy Simon, County Manager, noted that the bid award exceeded the amount of this particular grant, but there was \$200,000 available from State Question 1, Truckee River Program, and a \$150,000 grant from the Nevada Department of Wildlife (NDOW).

Commissioner Weber thanked the organizations for making those funds available to the community. She noted that some Verdi residents expressed concern in the manner that this project would be completed.

There was no public comment on this item.

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

11-905 AGENDA ITEM 15 – SOCIAL SERVICES

Agenda Subject: “Recommendation to approve Interlocal Contract between the County of Washoe (Social Services) and the Department of Health and Human Services Division of Welfare and Supportive Services and Division of Health Care Financing and Policy to maintain the County Match Program, under Title XIX of the Social Security Act, assistance to individuals in long term care facilities retroactive from July 1, 2011 until June 30, 2013, a projected increase of \$1,102,144 for Fiscal Year 2012 for a projected total of \$4,790,556; and \$1,549,124 increase for Fiscal Year 2013 for a projected total of \$5,237,536; and if approved, authorize Chairman to execute Interlocal Contract. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 15 be approved, authorized and executed. The Contract for same is attached hereto and made a part of the minutes thereof.

11-906 AGENDA ITEM 16 – SHERIFF

Agenda Subject: “Recommendation to accept the Paul Coverdell Forensic Science Improvement Grant 11-FSI-02 [\$100,000, no County match] for the Forensic Science Division Training Grant for the Washoe County Sheriff’s Office Forensic Sciences Division; approve continuation of contract of the Firearms Examiner to: train the Firearms Examiner Trainee, perform verification of identifications and technical review of firearms casework and perform firearms examination and comparison casework [not to exceed \$75,000 for time not to exceed 20 hours per week for 50 weeks]; approve continuation of contract of the Integrated Ballistics Identification System (IBIS) Technician to perform IBIS and Serial Number Restoration casework thereby continuing to decrease the backlog of cases; and if approved, direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 16 be approved and directed.

11-907 **AGENDA ITEM 17 – SHERIFF**

Agenda Subject: “Recommendation to accept the National Institute of Justice Grant 2011-DN-BX-K460 [\$342,000, no County match] for the DNA Backlog Reduction Program in the DNA and CODIS Sections of the Washoe County Sheriff’s Office Forensic Sciences Division to fund DNA analysis, equipment, supplies and positions of Criminalist Trainee and Public Service Intern; and if accepted, authorize Sheriff Haley to execute grant acceptance; authorize the Washoe County Purchasing Department to administer Request for Proposal and sign awarded contract with selected vendor [not to exceed \$97,200] on behalf of Washoe County and the Washoe County Sheriff’s Office Forensic Science Division for outsourcing convicted offender samples; and if all approved, direct Human Resources to create the grant funded positions and direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 17 be accepted, approved, authorized, executed and directed.

11-908 **AGENDA ITEM 18 – SHERIFF**

Agenda Subject: “Recommendation to approve Interlocal Contract between Public Agencies: Washoe County (Washoe County Sheriff’s Office - Toxicology Services Division) and the State of Nevada, Department of Public Safety for toxicology testing, retroactively for the term of July 1, 2011 through June 30, 2013 [estimated income \$120,000 for Fiscal Year 2011/12 and \$120,000 for Fiscal Year 2012/13]; and if approved, authorize Chairman to execute the Contract. (All Commission Districts.)”

There was no public comment on this item.

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

11-909 **AGENDA ITEM 19 - SHERIFF**

Agenda Subject: “Recommendation to approve Interlocal Contract between Public Agencies: Washoe County (Washoe County Sheriff’s Office - Forensic Science Division) and State of Nevada, Department of Public Safety for forensic science services, retroactively for the term of July 1, 2011 through June 30, 2013 [estimated income of \$222,813 for Fiscal Year 2011/12 and \$233,954 for Fiscal Year 2012/13];

and if approved, authorize the Chairman to execute Contract. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 19 be approved, authorized and executed. The Contract for same is attached hereto and made a part of the minutes thereof.

11-910 AGENDA ITEM 20 – MANAGER

Agenda Subject: “Recommendation to appoint Rosemary Menard as Project Leader for the planning and implementation work related to creation of a Washoe County Neighborhood Services Agency that would consolidate the Departments of Public Works, Building and Safety, Community Development, Regional Parks and Open Space and Water Resources. (All Commission Districts.) To be heard before Agenda Items #21 and #22.”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Rosemary Menard be appointed as Project Leader for the planning and implementation work related to creation of a Washoe County Neighborhood Services Agency that would consolidate the Departments of Public Works, Building and Safety, Community Development, Regional Parks and Open Space and Water Resources.

11-911 AGENDA ITEM 10 – APPEARANCE - PARKS

Agenda Subject: “Karen Mullen, Consultant and Project Manager. Presentation regarding the Nevada Stateline-to-Stateline Bikeway Project. (All Commission Districts.)”

Karen Mullen, Consultant and Project Manager, indicated that a Feasibility Study had been completed for the entire Stateline-to-Stateline Bikeway and would be brought forward to the Board for acknowledgment and acceptance. She explained that the Environmental Analysis on the South Demonstration Project had been completed. The final decision order issued in June of 2011 showed a finding of no significant impact. She remarked that Alignment A for the South Demonstration Project ran from the casino core along Lake Parkway and continued on Highway 50 north to Kale Drive. Alignment B was chosen to take the Bikeway through the Meadows, which was the preferred scenic route, and travel around the west side of Round Mound to Round Hill Pines Beach. She noted that Alignment B would connect Nevada Beach and Round Hill Beach to the casino core. Ms. Mullen said that Alignment B was part of the final

design project and a grant in the amount of \$2.5 million had been received for the construction of that segment, which would match State Question 1 (SQ-1) monies.

Ms. Mullen said that the North Demonstration Project included the area from Incline Village to Sand Harbor and was the most challenging segment. She commented that two alignments were being studied for the North Demonstration Project and explained the areas for those alignments. As part of the scoping process, a sidewalk system or a path system would be reviewed in the Rocky Point area.

Carl Hasty, Tahoe Transportation District (TTD), District Manager, explained that the State Route 28 corridor was under review between Incline Village and Spooner Summit to deal with access, parking and safety concerns. He said a shuttle service, which was in the planning stages, could be a long-term solution to that corridor.

Ms. Mullen commented that \$2.5 million had been received in federal highway funding for the South Demonstration Project. She said \$2 million had been received from the Scenic Byway Funding for the North Demonstration Project and an additional \$223,000 in planning monies had also been received. Currently, over \$7 million had been received in grant funding to match the \$5 million from SQ-1. She indicated that \$842,047 was remaining from a \$1,399,472 grant, which the construction of the South Demonstration Project would utilize for construction and to defray administration costs.

Commissioner Jung thanked Ms. Mullen and Mr. Hasty and applauded the project. She encouraged the Regional Transportation Commission (RTC) and the TTD to work together in finding alternatives for people living in the valley who did not want to use their own vehicle to enjoy the splendor and beauty of Lake Tahoe. Ms. Mullen noted that the two entities were working together.

Chairman Breternitz noted that many casino employees who lived in Crystal Bay and Kings Beach commuted to Incline Village. He said that was a dangerous part of the road and asked if any consideration was taken for that route. Mr. Hasty replied an alignment had been reviewed from Incline Village to the Crystal Bay State line. He said there was a preliminary design from the Nevada Department of Transportation (NDOT) that was being reviewed.

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

11-912 AGENDA ITEM 23 - TREASURER

Agenda Subject: “Update on Incline property tax refund process. (To be continued to November 8, 2011 meeting.)”

Per discussion during the September 27, 2011 Board meeting, Katy Simon, County Manager, stated there was no update to be given to the Board. She explained that the report would be presented on November 8, 2011.

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

11-913 AGENDA ITEM 25 - MANAGER

Agenda Subject: “Update on status of Shared Services efforts and possible direction to staff. (All Commission Districts.)”

Chairman Breternitz stated that the recent Air Race tragedy required cancellation of the Shared Services Committee meeting. He said the next meeting was scheduled for October 17, 2011.

10:55 a.m. Commissioner Weber temporarily left the meeting.

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

11:00 a.m. The Board convened as the Truckee Meadows Fire Protection District (TMFPD) Board of Fire Commissioners. Commissioner Weber returned during the TMFPD meeting.

11:16 a.m. The Board recessed for a closed session as the TMFPD Board of Fire Commissioners and convened as the Sierra Fire Protection District (SFPD) Board of Fire Commissioners.

11:27 a.m. The Board recessed for a closed session as the SFPD Board of Fire Commissioners and reconvened as the Board of County Commissioners.

11-914 AGENDA ITEM 21 – MANAGER

Agenda Subject: “Presentation, discussion and possible direction to staff on a proposed plan, schedule and budget for the implementation of a Neighborhood Services Agency consolidating the Departments of Public Works, Building and Safety, Community Development, Regional Parks and Open Space and Water Resources. (All Commission Districts.) To be heard after Agenda Item #20 and before Agenda Item #22.”

Rosemary Menard, Water Resources Director and Project Leader for the Neighborhood Services Agency, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation highlighted the challenges associated with this project, example organizational charts, the Planning Process Schematic, real time strategic change event, Hay Group process, defining roles and structure, and the proposed budget.

In reference to the example organizational chart, Commissioner Larkin said the Western Regional Water Commission (WRWC) and the Northern Nevada Planning Commission (NNPC) were identified. He understood that those entities reported

to the Director of Water Resources (DWR) and hoped that would be in the analysis and not hold onto that legacy, since there were many legacy organizations. Ms. Menard indicated there were multiple options, but until the decision was made by the Truckee Meadows Water Authority (TMWA) on whether to consolidate with DWR, it was not clear where the WRWC or the NNPC would fall within the agency. The example organizational chart placed those entities reporting to the engineering technical group since the work would be linked to technical facility plans related to waste water systems. Commissioner Larkin suggested that be a dotted dashed line and not a solid line on the proposed chart. Since the Board had worked diligently to build a sustainable budget, he hoped that the organizational process would identify legacy; however, this chart showed unsustainable legacy organizations. Ms. Menard explained that the organizational charts were not being recommended. She was attempting to encapsulate the current functions and envision how those would be organized using a functional structure.

Commissioner Larkin questioned the justification for the new Administrative Secretary Supervisor position. Ms. Menard explained the need for an ongoing day-to-day resource in the organization and the efforts being piloted to bring those resources to the forefront. Commissioner Larkin said he had not been provided a persuasive argument with the establishment of that position and felt that needed to have further consideration.

In the proposed budget, Commissioner Jung said there were one-time costs and on-going costs and inquired on the anticipated savings. Ms. Menard replied that the consulting firm of Management Partners had reported an estimated \$900,000 annual savings in the reduction of top level positions. Commissioner Jung asked for consideration when creating a Business and Economic Development Manager to work on business-to-business lending programs, policy recommendations for growing existing businesses and attracting new private industry into the region.

Katy Simon, County Manager, suggested that request be referred to the Manager's Office since it was important to review that in the context of AB 449 and the Regional Development Authority. She explained that the County invested in the Economic Development Authority of Western Nevada (EDAWN) to work on a collaborative basis, but not many projects occurred in the unincorporated areas.

In terms of delivering services, Chairman Breternitz said there were ways to reconfigure a large portion of how business was conducted. He asked if any obstacles existed in using flexible staffing within the new organization. Ms. Menard replied the main obstacle was funding because of the Enterprise Funds involved, which concerned a variety of challenges on the way those Funds were managed. However, there were opportunities to see how aspects could be improved for business operations by sharing resources. Chairman Breternitz asked if the specific funds designated who could be paid through those funds. Ms. Menard explained if something would be paid from an Enterprise Fund, the work needed to be Enterprise Fund related. Chairman Breternitz said that could be a bookkeeping matter and/or establishing proper accounting and cost

coding. Ms. Menard agreed and said there were opportunities to review sharing resources across boundary lines that could work financially.

Chairman Breternitz agreed with Commissioner Larkin's comments about an additional employee. He did not think that individual should become a County employee at the present time. The skills required to assemble a department of this nature were different than the day-to-day operations. Ms. Menard explained that the individual would be working within the change process, but did not see that employee as a change agent. The requested position would be the facilitator to work on process improvement with different groups to improve the work flow evenly across the financial constraint lines. Ms. Simon added that the idea was to have a pre-existing County employee with the needed skills. She explained there were situations throughout the County where employees were assigned to a specific department with the necessary specialized skills.

There was no public comment on this item.

Commissioner Weber felt that the Board should have the opportunity to know who that employee would be and have the ability to confirm that the person had the skills needed for the job. Ms. Simon replied that information would be shared with the Board after she spoke to the employee.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that staff be directed to implement the proposed plan to include the time schedule depicted. It was further ordered to include the Hay Group, to include the budget of a one-time cost of \$50,000 to 60,000, and to bring back the \$82,600 for more discussion.

In respect to the Administrative Secretary Supervisor position, Ms. Menard noted that she had been working on a Position Development Questionnaire and asked if that was the direction the Board wanted her to continue. Commissioner Larkin said there needed to be a fundamental discussion about this position and requested that discussion be agendaized.

11-915 AGENDA ITEM 22 - MANAGER

Agenda Subject: "Request by the County Manager's Office through the County Clerk to commence the process of amending the Washoe County Code by: 1) Repealing certain sections of Chapters 5, 40, 80, 95, 100, and 110 related to the creation of the Departments of Water Resources, Public Works, Regional Parks and Open Space, Building and Safety, and Community Development and their director positions; and 2) Adding certain sections to the Washoe County Code related to the creation of the Neighborhood Services Agency, providing for the appointment of its director and other key leadership positions and directing the District Attorney through the County Clerk to prepare a draft ordinance. (All Commission Districts.) To be heard after Agenda Items #20 and #21."

Katy Simon, County Manager, explained that this was the statutory method to request ordinances changes. The guidance received from the District Attorney's Office (DA) was for the County Manager's Office, through the County Clerk, to commence the process of amending the Washoe County Code by repealing certain sections of Chapters 5, 40, 80, 95, 100, and 110 related to the creation of the Department of Water Resources, Public Works, Regional Parks and Open Space, Building and Safety, and Community Development, their Director positions and adding certain sections to the County Code related to the creation of the Neighborhood Services Agency, providing for the appointment of its director and other key leadership positions and directing the District Attorney through the County Clerk to prepare a draft ordinance.

In response to a question from Commissioner Larkin, Rosemary Menard, Water Resources Director and Project Leader for the Neighborhood Services Agency, replied that this ordinance change regarded Chapters 5, 40, 80, 95, 100, and 110 since each organization represented in those Chapters created their own director positions and their own process.

Paul Lipparelli, Legal Counsel, explained that this action would provide the DA's Office an opportunity to begin and complete the large job of rewriting five or six chapters of the County Code. There was a process in the Code by which the Board needed to be the entity that directed the use of the resources necessary to complete the Code changes.

Commissioner Larkin asked how the Board would proceed. Ms. Menard explained that staff would proceed by repealing certain sections of the Chapters related to the creation of the affected Departments, their Director positions, and by adding certain sections related to the creation of the Neighborhood Services Agency. She indicated that this was constrained to certain actions specifically related to the establishment of the departments and their director positions, but did not open every aspect of the Code. Commissioner Larkin commented that language needed to be continually used and suggested a Frequently Asked Questions (FAQ) sheet be established.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 22 be requested and directed.

11-916 AGENDA ITEM 24 – MANAGEMENT SERVICES

Agenda Subject: “Discussion and possible selection of a preferred alternative for the 2011 Washoe County Commission Election District Plan, and upon selection of a preferred alternative, directing the District Attorney through the County Clerk to draft an ordinance to amend Chapter 5 of the Washoe County Code relating to creation of commission election district boundaries. (All Commission Districts.)”

***12:20 p.m.** Commissioner Humke arrived.

Commissioner Larkin indicated that he and Commissioner Weber had not had an opportunity to discuss some of the redistricting options that concerned their districts. He asked if this could be deferred until after that discussion.

John Slaughter, Management Services Director, explained that the final action for the Board was adoption of an ordinance which would take two meetings to conclude. If no action was taken at this meeting, the final action would take place in December. He said the key for staff was final approval of a Draft Plan Version Map.

Chairman Breternitz asked if the Commissioner's could discuss their issues during the recess and then return later in the meeting. Commissioner Larkin and Commissioner Weber stated that could occur.

This item was continued until later in the meeting.

* * * * *

Later in the meeting, Mr. Slaughter said he received several e-mails and phone calls from Palomino Valley/Warm Springs residents that supported Draft Plan Version Map 5. Specifically, keeping Palomino Valley General Improvement District (GID) and Warm Springs in one area and moving that area into District 5. He acknowledged that notion was represented in Draft Plan Version 6.1.

Commissioner Larkin acknowledged that Version 6.1 encompassed the concerns for Districts 4 and 5 and said that Version 6.1 was adequate. Mr. Slaughter stated that Version 6.1 would be posted online.

In response to the call for public comment, Garth Elliott was concerned about the "islands" located in the Sun Valley area.

Commissioner Weber asked for a clarification about the pockets located in Sun Valley. Mr. Slaughter said the pockets were a result of Census Bureau geography and pointed out the areas in question were on Version 6.1.

On motion by Commissioner Humke, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Draft Plan Version 6.1 be approved for the basis of drafting the ordinance to make the redistricting change of 2011 for the five County Commission Districts.

11-917 AGENDA ITEM 28 – CLOSED SESSION

Agenda Subject: "Possible Closed Session for the purpose of discussing labor negotiations with Washoe County, Truckee Meadows Fire Protection District and/or Sierra Fire Protection District per NRS 288.220."

12:24 p.m. On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, it was ordered that the meeting recess to a closed session for the purpose of discussing negotiations with Washoe County, Truckee Meadows Fire Protection District and the Sierra Fire Protection District per NRS 288.220. It was further ordered that the SFPD would adjourn from the closed session.

6:00 p.m. The Board returned with all members present and reconvened as the Truckee Meadows Fire Protection District (TMFPD) Board of Fire Commissioners.

6:04 p.m. The Board adjourned as the TMFPD Board of Fire Commissioners and reconvened as the Board of County Commissioners.

11-918 AGENDA ITEM 26 – MANAGER/COMMUNITY SUPPORT ADMINISTRATOR

Agenda Subject: “Public Hearing on the Community Development Block Grant (CDBG) program. The public is invited to provide input into the types of activities to submit for CDBG funding [no fiscal impact]. (All Commission Districts.)”

The Chairman opened the public hearing by calling on anyone wishing to speak for or against the Community Development Block Grant (CDBG) Program.

Gabrielle Enfield, Community Support Administrator, explained that the primary goal of the National CDBG Program was to develop viable communities by providing decent housing, suitable living environments and expanding economic opportunities, primarily for low and moderate income persons. The County was eligible to apply to the State CDBG Program for projects located in the unincorporated portion of the County, those areas that were not in the Cities of Reno and Sparks. The Cities of Reno and Sparks each receive entitlement CDBG awards and were not eligible areas for State CDBG Program application.

To qualify for consideration, Ms. Enfield said Nevada projects must meet one of the following Department of Housing and Urban Development (HUD) national objectives:

1. Benefit low and moderate income persons (51 percent or more Low to Moderate Income);
2. Aid in the prevention and elimination of slums or blight; and,
3. Meet other community development needs having a particular urgency because the conditions pose a serious and immediate threat to the health or welfare of the community and no other financial resources were available. Must be newly identified within the last 18 months.

Ms. Enfield indicated there were five types of eligible CDBG projects which would include: Public Facilities; Public Services; Planning; Economic Development; and, Housing rehabilitation, primarily for single-family residences. She said two applications could be submitted from the County to the State competition. The applications must be submitted from Non-Profit organizations, county departments, or other governmental entities that provide services to the eligible geographic areas. She indicated that she would assist with the development of grant applications that benefited low and moderate income residents. An internal CDBG Advisory Committee would evaluate and prioritize the applications and then make recommendations to the Board on which applications could be sent to the State competition. During the December 13, 2011 Board meeting, the Board would review those recommended applications and address any comments received, recommend any changes to be made to the applications, and finalize and rank by priority the applications to be submitted.

Amy Harvey, County Clerk, indicated that an e-mail had been received from Cathy Glatthar. Chairman Breternitz ordered that e-mail be placed on the record.

Grady Tarbutton, Senior Services Director, said that the Senior Services Department did not intend to apply for CDBG funds this year. He said the kitchen located in the senior center had served over 6 million meals, was 33 years old and needed to be replaced. He explained that a process and a plan would be developed this year to involve partners with the hope of developing a regional facility and then return with a feasibility study.

Garth Elliott agreed with the comments from Mr. Tarbutton.

There being no one else wishing to speak, the Chairman closed the public hearing.

Commissioner Weber applauded the process and indicated that certain communities had been awarded CDBG funds. She explained there were citizens in the Warm Springs, Palomino Valley areas who were requesting assistance in the grant process. Ms. Enfield replied that she was available for any entity that was interested in submitting an application or provide additional input on projects; however, a criteria for CDBG funds was the low to moderate income eligibility. She noted that the Warm Springs area did not meet the 51 percent low to moderate income, but individuals could contact her for technical assistance or information.

Chairman Breternitz said the purpose of this item was to receive public input and asked if staff was comfortable with the input that was received. Ms. Enfield stated that she was comfortable with the information.

On motion by Commissioner Jung, seconded by Commissioner Larkin, which motion duly carried, it was ordered that the citizen input into the types of activities to submit for CDBG funding be accepted.

11-919 AGENDA ITEM 27 – REPORTS AND UPDATES

Agenda Subject: “Reports/updates from County Commission members concerning various boards/commissions they may be a member of or liaison to.”

Commissioner Larkin said that a Flood Management Authority meeting was scheduled for October 14, 2011 to discuss the selection of the Director, ratify the attorney and discuss some of the features that comprised the flood project. He said the Truckee Meadows Water Authority (TMWA) and the Western Regional Water Commission (WRWC) were both scheduled to meet on October 19, 2011. Earlier in the meeting, he had requested Animal Services be addressed by the Audit Committee, but he now felt that the external auditors, Kafoury and Armstrong, should conduct that audit.

Commissioner Weber planned on attending the quarterly meeting of Nevadaworks scheduled for October 14, 2011 and the Regional Planning Governing Board (RPGB) scheduled for October 13, 2011. She said the Virginia City – Truckee Railroad (V&T) had met and concerns were discussed about how the involved counties received information from their meetings. Since the V&T would be approaching the five counties to request funding, there needed to be some accountability. Commissioner Weber announced that the National Association of Counties (NACo) would meet in Orlando, Florida during December 2011 and she hoped to attend that meeting.

Commissioner Humke said that the Reno-Sparks Convention and Visitors Authority (RSCVA) were moving closer to making a selection for their CEO candidate. He said there would be an upcoming Regional Transportation Commission (RTC) meeting and he may need an alternate to attend that meeting.

Commissioner Jung said during a Board of Health Strategic Planning meeting excellent customer service issues, both externally and internally, had been identified. She reported that the Citizen’s Assistance Centers new Request for Proposal (RFP) for the operator was close to being approved.

Chairman Breternitz announced that he would attend the Nevada-Tahoe Conservation District (NTCD) meeting. During the Organizational Effectiveness Committee (OEC) meeting that he attended, the status and recommendations of the Strategic Planning Committee were reviewed on the Fundamental Review. He said that the Shared Services Committee was scheduled to meet on October 17, 2011.

Katy Simon, County Manager, stated that she would be attending the Big Ideas Conference from October 13 through October 14, 2011.

11-920 AGENDA ITEM 30 – PUBLIC COMMENT

Agenda Subject: “Public Comment. Comment heard under this item will be limited to two minutes per person and may pertain to matters both on and off the Commission agenda. The Commission will also hear public comment during

individual action items, with comment limited to two minutes per person. Comments are to be made to the Commission as a whole.”

Garth Elliott spoke about the Washoe County Sheriff's Office (WCSO) graffiti removal project that took place on October 8, 2011.

COMMUNICATIONS

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

11-921 Fully executed Contract No. 3467, Project No. SP-000M(175), on US 50 and SR 28, Douglas and Washoe County, MKD Construction, Inc., Contractor. (Documents and maps were forwarded to Engineering on September 23, 2011)

11-922 Fully executed Contract No. 3458, Project No. SI-0031(101), on Multiple Intersections in District II, Washoe County and Carson City, Merit Electric Company, Contractor. (Documents and maps were forwarded to Engineering on September 23, 2011)

11-923 Regulations of the Washoe County District Board of Health. Public Swimming Pool and Spa Operator Certification Program.

11-924 Regulations of the Washoe County District Board of Health. Solid Waste Management.

BUDGET FOR FISCAL YEAR 2011/12

11-925 Sun Valley General Improvement District

* * * * *

6:43 p.m. There being no further business to discuss, on motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried, the meeting was adjourned.

JOHN BRETERNITZ, Chairman
Washoe County Commission

ATTEST:

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

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

Resolution Authorizing the Washoe County Treasurer to Transfer to Other Governmental Entities, Real Property held in Trust Due to Property Tax Delinquencies and Other Matters Properly Related Thereto.

A RESOLUTION AUTHORIZING THE COUNTY TREASURER TO TRANSFER TO OTHER GOVERNMENTAL ENTITIES, REAL PROPERTY HELD IN TRUST DUE TO PROPERTY TAX DELINQUENCIES AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, after the expiration of the period of redemption for tax delinquent parcels of real property, the county tax receiver is required to execute and deliver deeds conveying title to such property to the county treasurer in trust for the use and benefit of the state and county, (NRS 361.585); and

WHEREAS, upon the order of the board of county commissioners entered upon the record of its proceedings, such tax delinquent parcels held in trust by the Treasurer may be conveyed in the manner required by state law after proper notice is given, (NRS 361.595); and

WHEREAS, attached to this resolution and incorporated herein is Exhibit A, a list of tax delinquent parcels held by the county treasurer in trust that the board of county commissioners desires to have conveyed to other governments as more specifically set forth in Exhibit A; and

WHEREAS, pursuant to NRS 361.603 local governments or the University System are authorized to acquire property held in trust by the county to serve a public purpose in return for the payment of the delinquent taxes; and

WHEREAS, pursuant to NRS 361.603 no delinquent taxes need be paid for property transferred to a local government for street, sewer or drainage uses, for use in a program for the rehabilitation of abandoned residential properties established by the local government pursuant to chapter 279B of NRS, or for use as open-space real property as designated in a city, county or regional comprehensive plan.

NOW THEREFORE BE IT HEREBY RESOLVED by the Washoe County Board of County Commissioners as follows:

1. The Washoe County Board of County Commissioners finds that transferring the parcels listed in Exhibit A to Washoe County would serve the public purposes stated in the exhibit.

2. The Washoe County Treasurer is hereby ordered pursuant to NRS 361.603 to transfer the parcels listed in Exhibit "A", item #3, 4, 5, 6, 7 and 8 to the governmental unit(s) for the purposes stated in Exhibit "A" in the manner required by state law after proper legal notice has been given. The Washoe County Treasurer is further ordered to retain the parcels in Exhibit "A" item #2 for the purposes stated in Exhibit "A" until further order of the board.

3. If some irregularity or circumstance arises before the transfer of any certain parcel listed in the exhibits to this resolution such that in the opinion of the Washoe County Treasurer the public interest would best be served by withdrawing such a parcel from a sale or transfer, the Washoe County Treasurer is hereby expressly authorized to make such a withdrawal on behalf of the county. The Treasurer shall report to the board in writing his or her decision to make such a withdrawal and shall state the reasons for the decision. The board may thereafter permit the parcel to remain in trust for the benefit of the state and county or may again order it be sold or transferred.

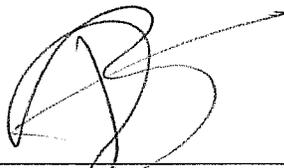
ADOPTED this 11th day of Oct., 2011 by the following vote:

AYES: Brekernitz, Weber, Jung, Larkin

NAYS: _____

ABSENT: Humke

ABSTAIN: _____



Chairman
Washoe County Commission

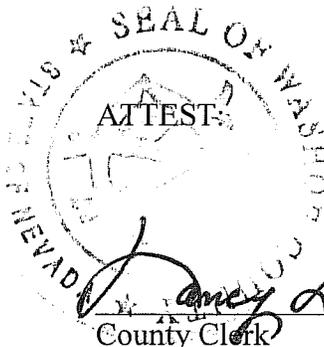

ATTEST:
Dorey L. P. A. Chief Deputy
County Clerk

EXHIBIT "A"

2011 Tax Delinquent Parcels to be withheld
From Sale to the general public

1. Those parcels previously withheld (as noted in the Tax Delinquent Lands Book)
2. The Washoe County Engineering Division has requested that the following parcels be withheld due to their being existing streets, common areas, drainage easements, or unusable parcels:

<u>APN</u>	
003-382-25	Street/Road
129-280-23	Easement
129-280-24	Sliver Lot
164-280-13	Easement
518-110-11	Roadway/Easement

3. The City of Reno Department of Public, Engineering has requested acquisition of seventeen parcels:

<u>APN</u>	<u>USE</u>	<u>BACK TAX</u>
002-020-22	Open Space	\$5,798.64
003-082-32	Street/Roads	\$177.17
003-085-07	Street/Road	\$352.86
003-351-15	Street/Road	\$99.52
009-780-21	Street/Road	\$88.97
023-510-12	Open Space	\$51.12
082-631-14	Open Space	\$12,803.46
082-631-16	Open Space	\$12,613.04
082-631-18	Open Space	\$18,158.46
082-631-20	Open Space	\$44,562.34
082-631-21	Open Space	\$23.46
082-631-24	Open Space	\$468.22
204-010-63	Open Space	\$38.34
204-010-73	Open Space	\$38.34
204-020-35	Road/Open Space	\$346.34
550-233-12	Street/Road	\$23.46
550-233-13	Street/Road	\$23.46

4. The City of Sparks has requested acquisition of two parcels:

<u>APN</u>	<u>USE</u>	<u>BACK TAX</u>
035-322-01	Drainage Use	\$23.26
522-922-09	Public Park	\$7,059.52

5. The Washoe County Regional Parks and Open space Department has requested acquisition of seven parcels:

<u>APN</u>	<u>USE</u>	<u>BACK TAX</u>
002-020-21	Open Space	\$875.48
037-310-03	Open Space	\$4,142.60
048-070-11	Open Space	\$16,113.35
082-631-15	Open Space	\$30.32
082-631-17	Open Space	\$5,564.36
082-631-19	Open Space	\$55,241.16
084-080-17	Open Space	\$5,558.54

6. The Reno Housing Authority has requested acquisition of three parcels:

<u>APN</u>	<u>USE</u>	<u>BACK TAX</u>
004-194-25	Rehabilitation Project	\$2,858.58
008-121-06	Rehabilitation Project	\$2,231.96
550-373-05	Rehabilitation Project	\$7,513.79

7. The State of Nevada Division of Stale Lands has requested acquisition of one parcel:

<u>APN</u>	<u>USE</u>	<u>BACK TAX</u>
125-243-09	Open Space	\$3,177.27

8. The State of Nevada Department of Transportation has requested acquisition of six parcels:

<u>APN</u>	<u>USE</u>	<u>BACK TAXES</u>
017-320-15	Street/Road	\$12,164.36
035-012-03	Street/Road	\$9,864.64
082-613-14	Street/Road	\$2,293.88
082-613-15	Street/Road	\$14,826.79
082-613-16	Street/Road	\$3,521.68
084-120-24	Street/Open Space	\$116,336.46

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Division of Health Care Financing and Policy (DHCFP)
1100 East William Street
Carson City, Nevada 89701
(775) 684-3636

And

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Division of Welfare and Supportive Services (DWSS)
1470 College Parkway
Carson City, Nevada 89706
(775) 684-0650

And

WASHOE COUNTY
Washoe County Social Services (Adult Services)
1001 E. Ninth Street, Building C, Room 135-C
Reno, NV 89520
(775) 328-2700

11-405

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

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

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective July 1, 2011 to June 30, 2013, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated without cause by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 90 days after a party has served written notice upon the other party. This Contract may also be terminated by mutual consent of both parties. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

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

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A : SCOPE OF WORK

ATTACHMENT B : CONFIDENTIALITY AGREEMENT

ATTACHMENT C : INVOICE EXPLANATION

7. CONSIDERATION. The County agrees to provide the services set forth in paragraph (6) at a cost of \$0.00 (Zero dollars and zero cents) with the total Contract not exceeding \$0.00 (Zero dollars and zero cents).

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

9. INSPECTION & AUDIT.

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

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

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

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

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

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

13. INDEMNIFICATION.

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 unenforceability 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).

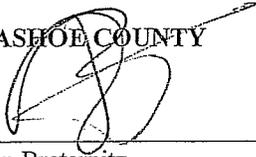
22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

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

John Breternitz



10/11/11
Date

Chair, Board of County Commissioners
Title

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF WELFARE AND SUPPORTIVE SERVICES**

Romaine Gilliland

Date

Administrator DWSS
Title

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY**

Lynn Carrigan

Date

Chief Fiscal Officer DHCFP
Title

Charles Duarte

Date

Administrator DHCFP
Title

Michael J. Willden

Date

Director DHHS
Title

APPROVED BY BOARD OF EXAMINERS

Signature - Board of Examiners

On _____
(Date)

Approved as to form by:

Deputy Attorney General for Attorney General

On _____
(Date)

ATTACHMENT A
COUNTY MATCH
SCOPE OF WORK

A. PURPOSE AND OBJECTIVES:

The Department of Health and Human Services is the designated "single State agency" responsible for medical assistance provided in Nevada under authority of Title XIX of the Social Security Act. The Division of Welfare and Supportive Services (DWSS) and the Division of Health Care Financing and Policy (DHCFP) are responsible for implementing the State Plan under Title XIX, pursuant to Title 42, Chapter IV, Subchapter C of the Code of Federal Regulations, and Chapter 422 of Nevada Revised Statutes (NRS).

This Interlocal Agreement authorizes the Division of Welfare and Supportive Services and the Division of Health Care Financing and Policy to provide the administrative services necessary to implement the program of medical assistance to individuals who meet financial and medical eligibility criteria as defined below and the County to provide the non-federal share to DHCFP for medical, administrative and transactions costs incurred as a result of this medical assistance program.

B. THE DIVISION OF WELFARE AND SUPPORTIVE SERVICES (DWSS) AGREES:

1. To determine Medicaid eligibility based on criteria established and set forth in Nevada's Title XIX State Plan, the DWSS policy manual "Medical Assistance to the Blind, Aged and Disabled" (E&P MAABD Manual), and related policies and procedures. DWSS will identify eligibles whose benefits are covered by this contract based on net countable income from approximately 142% up to 300% of the Supplemental Security Income Federal Benefit Rate (SSI/FBR) for State Fiscal Year 2012 and 132% up to 300% of the SSI/FBR for 2013 and the related policies and procedures in the E&P MAABD Manual. Eligible Medicaid recipients covered by this contract meet institutional level of care criteria and are provided with either institutional or community-based waiver services.
2. To determine county of residence in accordance with NRS 428.020, disputes concerning county of residence will be referred by the disputing county to the Nevada Association of Counties (NACO), which, it is specifically agreed has authority to issue a final decision;
3. To notify the county of responsibility of any pending Medicaid applications within ten (10) working days of receiving applications, or making a determination that the application is within the criteria in Paragraph 1, above;
4. To provide the Division of Welfare and Supportive Services' hearing process to those individuals or their guardians/authorized representatives who disagree with the eligibility determination.

C. THE DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP) AGREES;

1. To process claims for medical services through the Medicaid fiscal agent;
2. To reimburse qualified providers for services covered in the Medicaid State Plan at the same rate as for all Medicaid patients;

3. To resolve provider inquiries and complaints regarding reimbursement;
4. To process patient liability for hospital and/or nursing home costs as determined by DWSS and to apply cost avoidance claims processing procedures when third party liability has been established;
5. To invoice the County monthly for the quarter July 1 through September 30, 2011. Beginning in October 2011 and through the remainder of the contract, DHCFP will project expenditures quarterly based on actual County expenditures in the quarter beginning six months prior to the quarter being invoiced. (For instance, the payment for the quarter October 1 through December 31, 2011 will be based on the County's actual expenditures in the quarter April 1 through June 30, 2011.) After the end of each quarter, DHCFP will reconcile actual expenditures to the payment made for the quarter. If a surplus exists, it will be applied to the next full quarter. If a shortfall exists, it will be added to the next quarterly payment. If a shortfall is projected in the fourth quarter of the fiscal year, DHCFP may bill the County in the middle of the quarter to receive the additional funds prior to the end of the fiscal year.
6. To send quarterly itemized reports to the County that include the names of eligible county patients, dates of service, dates of payment, and total dollar amount of all payments made to Medicaid. The quarterly reports will reflect all credits or debits as a result of claim adjustments by the fiscal agent and medical services credits including Provider Tax, Medicaid Estate Recovery (MER) and Medicaid QIT Recoveries, which will be calculated quarterly and applied against the amount owed for the quarter.
7. To determine the amount owed by each county for the non-federal share of Medicaid costs, including medical claims payments, Medicare Part B premiums, Medicare Part D payments, and administrative costs. Administrative costs include, but are not limited to, the cost for staffing, processing claims, institutional audits, and mainframe computer use. Administrative costs will be re-determined each fiscal year based on the formula in Attachment C. The DHCFP will notify the County of the administrative cost per case at the beginning of each fiscal year;

D. THE COUNTY AGREES:

1. To accept DWSS's criteria for Medicaid eligibility;
2. To allow eligibility disputes to be appealed through DWSS's hearing process by the applicant or authorized representative/guardian;
3. To refer disputes concerning county of residence to NACO whose decision will be final. The disputing county originally billed is responsible for payment of claims until the dispute is resolved at which time NACO will issue a written determination to notify the counties involved in the dispute and to notify DHCFP to make adjusting entries;
4. To accept and abide by DHCFP's determination of medically necessary services;
5. That eligible recipients, pursuant to this Agreement, will be entitled to receive the full range of medical services contained in the Nevada Medicaid Program State Plan;

6. No state appropriation is available to fund this program. From the time of billing, county funds must be paid within thirty (30) calendar days to be used as the non-federal share of costs;

E. ALL PARTIES AGREE:

1. It is specifically understood this Agreement is designed to expand Medicaid income eligibility criteria to include those individuals whose net countable income is specified above in B.1, including Medicaid receiving institutional and community-based (waiver) services. It is further specifically understood that the non-federal share of Medicaid expenditures for those qualifying individuals will be paid by the County;
2. It is specifically understood by all parties that Medicaid eligibility can only be determined to be effective no earlier than three (3) months before the month of application;

ATTACHMENT B

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING & POLICY

CONFIDENTIALITY ADDENDUM

BETWEEN

The Division of Health Care Financing & Policy
Hereinafter referred to as "Division"

and

WASHOE COUNTY

hereinafter referred to as "Contractor"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Division and Contractor.

WHEREAS, Contractor may have access, view or be provided information, in conjunction with goods or services provided by Contractor to Division that is confidential and must be treated and protected as such.

NOW, THEREFORE, Division 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 or other agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
3. **Contractor** shall mean the name of the organization described above.
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 Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Division or created by Contractor from that confidential information is destroyed or returned, if feasible, to Division 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 confidential information provided, viewed or made available by Division for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

Contractor shall be permitted to use and/or disclose information accessed, viewed or provided from Division for the purpose(s) required in fulfilling its responsibilities under the primary inter-local or other agreement.

V. USE OR DISCLOSURE OF INFORMATION

Contractor may use information as stipulated in the primary inter-local or other agreement 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 Division. Contractor may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the inter-local or other agreement to which this Addendum is made a part; or
3. The Contractor has obtained written approval from the Division.

VI. **OBLIGATIONS OF CONTRACTOR**

1. **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 access, view or use of confidential information that apply to Contractor and are contained in Agreement.
2. **Appropriate Safeguards.** Contractor will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting Improper Use or Disclosure.** Contractor will immediately report in writing to Division any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Contractor will return or destroy all confidential information created or received by Contractor on behalf of Division. If returning or destroying confidential information at termination of Agreement is not feasible, Contractor will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Contractor maintains will not be used or disclosed.

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
COUNTY MATCH INVOICE EXPLANATION**

Costs and Credits	Description
ADMINISTRATIVE COSTS	Costs incurred by the Division of Health Care Services and the Division of Welfare and Supportive Services for administration of the County Match program.
DHCFP Per Member Per Month Cost	DHCFP administrative costs related to accounting, invoicing, and administering County Match program charged on a per member per month basis.
Number Members	Number of County Match recipients incurring charges during the month.
Total DHCFP Per Patient Cost	DHCFP per member per month administrative charge X number of recipients.
MER Administration	Costs associated with collecting Medicaid Estate Recovery charged to benefitting counties.
Provider Tax Administration	Costs associated with collecting Provider Tax charged to benefitting counties.
Subtotal DHCFP Administrative Costs	MER administration plus DHCFP per patient total.
County Share %	The federal financial participation (FFP) for Medicaid administration is 50%, so the county share is 50%.
County Share	Total DHCFP PMPM administrative costs X county share percentage.
MMIS Operating Cost Per Claim 75% Federal	Per claim cost of MMIS monthly operations cost attributable to County Match.
MMIS Claims Processing Costs 75% Federal	Per claim processing cost paid to fiscal agent.
Subtotal per claim cost	Total per claim cost of MMIS services.
Number of Claims	Number of county match MMIS claims processed during the month.
Total 75% Federal MMIS Costs	Subtotal per claim cost X number of claims.
County Share %	FFP for MMIS operations and maintenance is 75%, so county share is 25%.
County Share	Total 75% Federal MMIS costs X county share.
Fiscal Agent 50% Operating Cost Per Claim	Costs incurred for postage, printing, and pharmacy benefit management.
Number Claims	Number of county match MMIS claims processed during the month.
Total Fiscal Agent 50% Operating Cost	Fiscal agent 50% costs X number of claims.
County Share %	FFP is 50%, so county share is 50%.
County Share	Total fiscal agent 50% costs X county share percentage.
DWSS Administration Per Member Per Month	Costs of eligibility determination by DWSS allocated on a PMPM basis.
Number Members	Number of County Match recipients incurring charges during the month.
Total DWSS Administration Cost	DWSS PMPM charge X number of members.
County Share %	FFP is 50%, so county share is 50%.
County Share	Total DWSS administration cost X county share percentage.
County Share of Administration Costs	County share of DHCFP administration, MMIS costs, fiscal agent costs, and DWSS administration.

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Department of Public Safety
555 Wright Way
Carson City, Nevada 89711
775 684-4701

And

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

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

WHEREAS, it is deemed that the services of **WASHOE COUNTY SHERIFF'S OFFICE – TOXICOLOGY SERVICES DIVISION** hereinafter set forth are both necessary to the **DEPARTMENT OF PUBLIC SAFETY** and in the best interests of the State of Nevada;

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective July 1, 2011 to June 30, 2013, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal, State, or local funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: SCOPE OF WORK

1-908

7. CONSIDERATION. WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of **ONE HUNDRED TWENTY THOUSAND DOLLARS AND NO CENTS (\$120,000.00) FOR STATE FISCAL YEAR 2012 and ONE HUNDRED TWENTY THOUSAND DOLLARS AND NO CENTS (\$120,000.00) FOR STATE FISCAL YEAR 2013** with installments payable quarterly upon receipt of invoice, and the total contract is not to exceed **TWO HUNDRED FORTY THOUSAND DOLLARS AND NO CENTS (\$240,000.00)**. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

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

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

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

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

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

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

13. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

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

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

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts

in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

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

Washoe County Sheriff's Office

[Signature] _____ Date 9/16/11 Title Undersheriff

WASHOE COUNTY
By [Signature] _____ Date 10/11/11 Title Chairman
Chairman, Washoe County Board of County Commissioners

ATTEST

[Signature] _____
Washoe County Clerk
Chief Deputy

Nevada Department of Public Safety

[Signature] _____ Date 10-25-11
Elizabeth Conboy, Chief, Investigations Division

[Signature] _____ Date 10/24/2011
Bernie Curtis, Chief, Highway Patrol Division

[Signature] _____ Date 10/25/11
Mark Woods, Interim Chief, Parole & Probation Division

[Signature] _____ Date 11/7/11
Mark Teska, Administrative Services Officer

[Signature] _____
Signature - Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS
On 12/13/11 _____
Date

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

On 10/27/11 _____
Date

806-11

ATTACHMENT AA SCOPE OF WORK

The Scope of Work is the agreed upon services provided to the State of Nevada, Department of Public Safety (DPS) by the Washoe County Sheriff's Department Forensic Science Division. This scope of work covers the testing of bodily fluids and other unknown substances. NRS 484C.110 thru NRS 484C.190 requires laboratory testing in several categories that include but are not limited to:

Testing to include the following:

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

Phencyclidine

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

Other drugs will be tested upon request, if possible.

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

Note: If available – Washoe County Sheriff's Department Forensic Science Division will make available and coordinate blood draws with the Washoe County Sheriff's Department.

The above described services will be provided for DPS except for cases originating in Nye, Esmeralda, Lincoln and Clark Counties.

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

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

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES
A Contract Between the State of Nevada
Acting By and Through Its

Department of Public Safety
555 Wright Way
Carson City, Nevada 89711
775 684-4698

And

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

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and WHEREAS, it is deemed that the services of **WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION** hereinafter set forth are both necessary to the **DEPARTMENT OF PUBLIC SAFETY** and in the best interests of the State of Nevada; NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective from **July 1, 2011 to June 30, 2013**, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until **thirty (30)** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason Federal and/or State Legislature, or local funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

EXHIBIT A: Full Services Provided Under the Forensic Science Division Contract
EXHIBIT B: Scope of Work

11-9-11

7. **CONSIDERATION.** WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of **TWO HUNDRED TWENTY-TWO THOUSAND EIGHT HUNDRED THIRTEEN DOLLARS AND NO CENTS (\$222,813.00) FOR STATE FISCAL YEAR 2012 and TWO HUNDRED THIRTY-THREE THOUSAND NINE HUNDRED FIFTY FOUR DOLLARS AND NO CENTS (\$233,954.00) FOR STATE FISCAL YEAR 2013** with installments payable quarterly upon receipt of invoice. The total contract is not to exceed **FOUR HUNDREDFIFTY SIX THOUSAND SEVEN HUNDRED SIXTY SEVEN DOLLARS AND NO CENTS (\$456,767.00)**. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. **INSPECTION & AUDIT.**

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

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

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

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

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

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

13. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada.

The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

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

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

Washoe County Sheriff's Office


Washoe County Sheriff's Office

9/16/11
Date

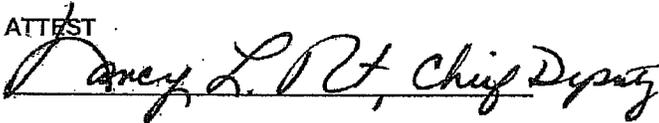
Undersheriff
Title

WASHOE COUNTY

BY: _____
Chairman, Washoe County Board of County Commissioners

10/11/11
Date

ATTEST


Nancy L. Pelt, Chief Deputy

Washoe County Clerk

Nevada Department of Public Safety


Elizabeth Conboy, Chief, Investigations Division

10-25-11
Date


Bernie Curtis, Chief, Highway Patrol Division

10/24/2011
Date


Mark Woods, Acting Chief, Parole & Probation Division

10/25/11
Date


James Wright, Acting Chief, Fire Marshal's Office Division

11/7/11
Date


Mark Teska, Administrative Services Officer

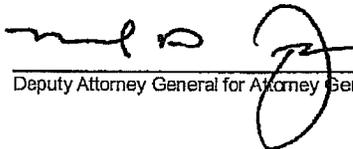
11/7/11
Date


Signature - Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On 12/13/11
Date

Approved as to form by:


Deputy Attorney General for Attorney General, State of Nevada

On 10/27/11
Date

606-11

EXHIBIT A

Full Services Provided Under the Forensic Science Division Contract

Forensic services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (arson)

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- Distance determination
- Comparative analysis (bullets, cartridge cases, toolmarks etc.)
- Weapon function test
- Serial number restoration

Crime Scene Investigation

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy
- Does not include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System)
- 10-print or suspect comparison

Photo Laboratory Services

- Creation of CDs from scene photos taken by FIS
- CDs created from previously processed 35mm negatives

With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

Primary Examination

- Presumptive and confirmatory stain characterization
 - Semen (presence of sperm cells)
 - Seminal fluid (absence of sperm cells)
 - Saliva
 - Blood including human blood
- Determination of human vs animal hair and suitability of hair for DNA testing

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

Forensic services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances, current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on Clandestine Manufacture of Drugs. This inability is limited to drug analysis, not crime scene response.
- Analysis of the contents of syringes unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

This scope of work does not include Toxicology services. Toxicology will continue to be billed on a per test basis. If you have any questions regarding Toxicology services, contact the Forensic Science Division.

EXHIBIT B

Scope of Work

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

1. Washoe County Sheriff's Department, Forensic Science Division will provide the named services to the following State of Nevada, Department of Public Safety agencies:

Nevada DPS, Investigation Division
Nevada DPS, Highway Patrol
Nevada DPS, Parole & Probation
Nevada DPS, State Fire Marshal's Office
2. The described services in Exhibit A (Full Services Provided Under the Forensic Science Division Contract) will be provided for the agencies listed above **except for** cases originating in Nye, Esmeralda, Lincoln and Clark Counties.
3. The **exclusion** to the listed services provided will be those **service costs** that are legislatively mandated as the responsibility of the Convicted Offenders.
4. Washoe County Sheriff's Department, Forensic Science Division further agrees to provide the submitting Department/Division/Agency with reports of examination on each case.
5. Washoe County Sheriff's Department, Forensic Science Division agrees to provide the DPS Director's Office, Contracts Manager, with an annual statistical report of services provided, including a breakdown of the DPS Division to which the services were provided. Payment will be made by DPS quarterly upon receipt of an invoice for services completed.
6. Washoe County Sheriff's Department, Forensic Science Division, shall neither assign, transfer nor delegate any rights, obligations or duties under this Interlocal without the prior written consent of the Department of Public Safety.
7. While performing services under this Interlocal Contract, employees of the Washoe County Sheriff's Department, Forensic Science Division, shall remain under the direction and control of the Washoe County Sheriff's Department, Forensic Science Division and shall retain all benefits of their employment with same.

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

For Washoe County Sheriff's Department, Forensic Science Division

Renee Romero, Laboratory Director
Washoe Co. Sheriff's Dept.
Forensic Science Division
911 Parr Blvd.
Reno, Nevada 89512-1000

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

For the State of Nevada, Department of Public Safety

Jennifer Bauer, Contracts Manager
DPS, Director's Office
555 Wright Way
Carson City, Nevada 89711
775-684-4698