

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

TUESDAY

10:00 A.M.

AUGUST 27, 2013

PRESENT:

David Humke, Chairman
Bonnie Weber, Vice Chairperson*
Marsha Berkbigler, Commissioner
Kitty Jung, Commissioner
Vaughn Hartung, Commissioner

Nancy Parent, County Clerk
John Berkich, Interim County Manager
Paul Lipparelli, Legal Counsel

The Washoe County Board of Commissioners convened at 10:02 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:

13-736 AGENDA ITEM 3 – PUBLIC COMMENT

Agenda Subject: “Public Comment. Comment heard under this item will be limited to three 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 three minutes per person. Comments are to be made to the Commission as a whole.”

Guy Felton spoke about his issues with the Board’s conduct.

Richard Olsen said replacing Chapter 60 of the Washoe County Code, Agenda Item 18, was not just about preventing fires, but was a stealth implementation of the United Nations’ Agenda 21. He stated the Board’s job was to protect and guarantee the rights of Washoe County’s citizens, and Agenda 21 had no bearing on the citizens of Washoe County. He felt the Board should not replace the existing Chapter 60 with the new Chapter 60, specifically the section banning exploding targets. He said that ban would not be in the best interests of the County’s citizens and would not be in keeping with their Second Amendment rights. He stated exploding targets were not adequately defined, and he discussed the causes of the larger fires started in Washoe County.

13-737 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.)”

John Berkich, Interim County Manager, noted the next workshop on AB 46 would be held on September 17, 2013 at 4:00 p.m. in the Commission Chambers.

Commissioner Berkbigler asked staff to bring back some information on what the current policy was regarding the licensing and oversight of childcare facilities.

Commissioner Jung said she asked staff to come back to the Board with an overview of the potential expansion of the specialty courts, specifically regarding a sex-trafficking court. She also requested an analysis regarding the impact of the Affordable Health Care Act on the insurance for the County’s employees and its impact on the County in providing indigent care.

Commissioner Hartung said the Nevada Lands Task Force requested the County decide which federal lands in the County it wanted brought under the control of the State. He stated Lincoln County suggested all of the lands owned by the Bureau of Land Management (BLM) should be brought under the State’s control. He said the Board should look at what the potential costs would be to the County and should have a public discussion regarding the County assuming control of those federal lands.

Commissioner Hartung believed it was time to start looking at whether combining Social Services and Senior Services would be viable.

CONSENT AGENDA – ITEMS 5A THROUGH 5K(2)

13-738 AGENDA ITEM 5A

Agenda Subject: “Approve minutes for the Board of County Commissioners’ July 23, 2013 meeting.”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 5A be approved.

13-739 AGENDA ITEM 5B – ASSESSOR

Agenda Subject: “Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2012/2013, 2011/2012, 2010/2011 secured tax roll as outlined in Exhibit A; and if approved, authorize Chairman to execute order and direct the Washoe County Treasurer to correct the error(s) [cumulative amount of decrease \$941.78]--Assessor. (Parcels are in various Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 5B be approved, authorized, executed, and directed.

13-740 AGENDA ITEM 5C – DISTRICT ATTORNEY

Agenda Subject: “Approve payments [\$4,143] to vendors for assistance of 22 victims of sexual assault and authorize Comptroller to process same. NRS 217.310 requires payment by the County of total initial medical care of victims, regardless of cost, and of follow-up treatment costs of up to [\$1,000] for victims, victim’s spouses and other eligible persons--District Attorney. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 5C be approved and authorized.

13-741 AGENDA ITEM 5D – HEALTH DISTRICT

Agenda Subject: “Approve net increase [\$85,000] for FY 14 Purchase Order #7500001921 issued to Cardinal Health (Contract #MMS10001) bringing the total amount to approximately [\$109,500] for pharmaceutical products in support of the medical clinic operations on behalf of the Community and Clinical Health Services Division of the Washoe County Health District--Health District. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 5D be approved.

13-742 AGENDA ITEM 5E – HUMAN RESOURCES

Agenda Subject: “Approve a .375% PERS contribution in lieu of a wage increase effective July 15, 2013; a 3% increase in base wage and elimination of the 3% physical fitness incentive pay rate effective July 1, 2013; a 1% Cost of Living Adjustment in base wage effective July 1, 2013; a 1.5% Cost of Living Adjustment effective January 1, 2014 for the Confidential Undersheriff and Chief Deputies. Fiscal impact estimated [\$17,875]--Human Resources. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 5E be approved.

13-743 AGENDA ITEM 5F – LIBRARY

Agenda Subject: “Approve abolishment of one vacant 40-hour-per-week benefited Library Assistant II position (#70001986), the creation of two new 15-hour-per-week non-benefited Library Assistant II positions and the transfer of the resulting savings [approximately \$30,001.63] into the equipment line item of the base budget of the Library, and direct Budget and Human Resources to make the necessary adjustments--Library. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 5F be approved and directed.

13-744 AGENDA ITEM 5G – PURCHASING

Agenda Subject: “Award Invitation to Bid #2846-13 for Temporary Employment Services to the following roster of qualified firms: Integrity Staffing Solutions, Inc; Manpower; Spherion Staffing of the Sierras; Staffmark Investment, LLC; and Talent Framework, and authorize the Purchasing and Contracts Manager to issue multi-year purchase orders with the specified agencies, on a requirements basis, to cover the specified services for a period of 22 months, 9/01/13 - 6/30/15, with one 12 month renewal option, at the discretion of the County--Purchasing. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 5G be awarded and authorized.

13-745 AGENDA ITEM 5H – TREASURER

Agenda Subject: “Approve Amendment 1 to Merchant Services Program Guide by and between Banc of America Merchant Services, LLC, Bank of America, NA, and Washoe County to amend and supplement Section 17 of the Merchant Services Agreement by removing the clause of exclusivity during the term of the agreement--Treasurer. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 5H be approved.

13-746 AGENDA ITEM 5I(1) – COMMUNITY SERVICES

Agenda Subject: “Accept cash donations [\$5,706.82] from various businesses, organizations and individuals and acknowledge in-kind donations for Regional Parks and Open Space programs and facilities; and direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked the donors for their cash donations.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 5I(1) be accepted and directed.

13-747 AGENDA ITEM 5I(2) – COMMUNITY SERVICES

Agenda Subject: “Accept cash donations [\$300,000] from the Wilbur May Foundation; \$200,000 for Fiscal Year 2013-14 general operating support of the Wilbur D. May Center and \$100,000 in support of temporary exhibits at the Wilbur D. May Museum. (Commission Districts 3.)”

On behalf of the Board, Commissioner Jung thanked the Wilbur May Foundation for its cash donations.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 5I(2) be accepted.

13-748 AGENDA ITEM 5I(3) – COMMUNITY SERVICES

Agenda Subject: “Approve Water Rights Deed from Cave Living Trust to convey 0.61 acre-feet of water rights to Washoe County; and approve associated Water Sale Agreement between Cross Development DG New Washoe, LLC. and Washoe County, both in support of the Dollar General Store to be located in the East Washoe Valley area. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 5I(3) be approved.

13-749 AGENDA ITEM 5I(4) – COMMUNITY SERVICES

Agenda Subject: “Approve Cancellation Agreement between Washoe County and the Truckee Meadows Water Authority; and approve associated Water Rights Deed, reconveying 28.26 acre feet of water rights originally dedicated to support the Falcon Ridge Townhomes project to TDC/Pacific Properties, owner of said water rights. (Commission District 3.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 5I(4) be approved.

13-750 AGENDA ITEM 5I(5) – COMMUNITY SERVICES

Agenda Subject: “Accept donation of stormwater monitoring equipment from 2NDNATURE to be used at Incline Village to implement the Lake Tahoe Total Maximum Daily Load Implementers’ Monitoring Program. (Commission District 1.)”

On behalf of the Board, Commissioner Jung thanked 2NDNATURE for its donation of storm-water monitoring equipment.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 5I(5) be accepted.

13-751 AGENDA ITEM 5I(6) – COMMUNITY SERVICES

Agenda Subject: “Approve Intergovernmental Grant Administration Agreement between Washoe County and the Tahoe Resource Conservation District to implement and manage the Implementers Monitoring Plan for urban stormwater monitoring at Lake Tahoe. (Commission District 1.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 5I(6) be approved. The Intergovernmental Grant Administration Agreement for same is attached hereto and made a part of the minutes thereof.

13-752 AGENDA ITEM 5I(7) – COMMUNITY SERVICES

Agenda Subject: “Approve Third Amendment to the Interlocal Agreement, retroactive to July 1, 2013, among the Western Regional Water Commission, Truckee Meadows Water Authority (TMWA) and Washoe County for reimbursement of certain expenses incurred for the integration/consolidation of the Washoe County Water Utility with TMWA and possible merger of the South Truckee Meadows General Improvement District into TMWA concurrently with the integration/consolidation of TMWA and the Washoe County Water Utility. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 5I(7) be approved. The Third Amendment to the Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

13-753 AGENDA ITEM 5J(1) – MANAGER

Agenda Subject: “Accept 2014 State Emergency Response Commission (SERC), United We Stand (UWS) grant [\$30,000, no match required], from Nevada SERC. Grant term: July 11, 2013 through June 30, 2014; and if accepted, authorize the Chairman to execute a Resolution to subgrant funds to other governments and non-profits which make up the Local Emergency Planning Committee (LEPC) and authorize the County Manager, or his designee, to sign subgrant contracts with local LEPC members; and direct Finance to make the necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 5J(1) be accepted, authorized, executed, and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

13-754 AGENDA ITEM 5J(2) – MANAGER

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

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 5J(2) be acknowledged.

13-755 AGENDA ITEM 5J(3) – MANAGER

Agenda Subject: “Acknowledge receipt of Annual Report from the Internal Audit Division for Fiscal Year 2012-13. (All Commissioner Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 5J(3) be acknowledged.

13-756 AGENDA ITEM 5J(4) – MANAGER

Agenda Subject: “Approve Interlocal Agreement between the County of Washoe and the Washoe County School District concerning the exchange of internal audit report peer review services at no charge to either entity. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 5J(4) be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

13-757 AGENDA ITEM 5K(1) – SHERIFF

Agenda Subject: “Accept monetary donations [\$6,845.20] to Washoe County Regional Animal Services for the period of April 1, 2013 – June 30, 2013 to be used for the humane care and treatment of sick and/or injured, stray or abandoned

animals received; express appreciation for these thoughtful contributions; and authorize Finance to make the appropriate budget adjustments. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked the donors for their cash donations.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 5K(1) be accepted, expressed, and authorized.

13-758 AGENDA ITEM 5K(2) – SHERIFF

Agenda Subject: “Accept FY 2013/2014 funding [\$34,404.50, no County match required] from the Federal Bureau of Investigations to cover overtime costs related to the Northern Nevada Child Exploitation Task Force activities; and direct Finance to make necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 5K(2) be accepted and directed.

BLOCK VOTE – AGENDA ITEMS 8, 9, 11, AND 13

13-759 AGENDA ITEM 8 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to award bid and approve the agreement for the “Washoe County Lazy 5 Playground Rehabilitation Project” to Horizon Construction, Inc. the lowest responsive, responsible bidder [\$159,707.24] funded by Residential Construction Tax-District 1C; and authorize Finance to make the appropriate budget adjustments--Community Services. (Commission District 4.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 8 be awarded, approved, and authorized.

13-760 AGENDA ITEM 9 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to award bid and approve the agreement for the “Washoe County Mogul Playground Rehabilitation Project” to Garden Shop

Nursery Landscaping Division, the lowest responsive, responsible bidder [\$149,881.80] funded by a Land and Water Conservation Fund Grant and Infrastructure Preservation Funds; and authorize Finance to make appropriate budget adjustments--Community Service. (Commission District 5.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 9 be awarded, approved, and authorized.

13-761 AGENDA ITEM 11 – FINANCE

Agenda Subject: “Recommendation to award Washoe County Bid No. 2834-13 for independent audit services for the fiscal years ending June 30, 2014 through June 30, 2016 with the provision of one subsequent two-year renewal to Kafoury, Armstrong & Company [\$125,440]--Finance. (All Commission Districts).”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 11 be awarded.

13-762 AGENDA ITEM 13 – SHERIFF

Agenda Subject: “Recommendation to approve Intrastate Interlocal Contract between Public Agencies, a Contract between the State of Nevada Acting By and Through Its Department of Public Safety, Office of the Director and Washoe County Sheriff’s Office - Forensic Science Division, to provide Forensic, DNA and Toxicology Services for a 4 year term retroactive from July 1, 2013 through June 30, 2017 [income estimate \$377,727.50 annually]--Sheriff. (All Commission Districts).”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 13 be approved. The Intrastate Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

13-763 AGENDA ITEM 7 – DISTRICT COURT

Agenda Subject: “Recommendation to acknowledge the direct grant award from the Substance Abuse and Mental Health Services Administration (SAMHSA) to the 2nd Judicial District Court to support the Re-Entry Court [\$248,077, no in-kind match required] retroactive to August 1, 2013, for the budget period of August 1, 2013 to

July 31, 2014; and authorize Finance to make necessary budget adjustments-- District Court. (All Commission Districts.)”

Chairman Humke said his issues with the specialty courts were due to their cost, and because they might go against the equal protection under the law provisions due to the benefits being lavished on certain defendants.

John Berkich, Interim County Manager, suggested putting this item aside until a representative from District Court could be present. Commissioner Hartung agreed this item should be deferred.

13-764 AGENDA ITEM 10 – MANAGER

Agenda Subject: “Recommendation to reappoint John Reed; and possible appointment of an individual to the Washoe County Advisory Board to Manage Wildlife, with terms to expire July 1, 2016--Manager. (All Commission Districts.)”

Chairman Humke noted letters were received from people supporting John Reed, Miles Humphreys Jr., and Ben Miller.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Weber absent, it was ordered that John Reed be reappointed to the Washoe County Advisory Board to Manage Wildlife with a term to expire July 1, 2016.

This item was reopened to consider making an appointment to to fill a second open term.

Commissioner Berkbigler said in reviewing the applications of Mr. Humphreys and Mr. Miller, she felt both were equally qualified and would be of value to the Advisory Board.

On motion by Commissioner Jung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Weber absent, it was ordered that Miles Humphreys Jr. be appointed to the Washoe County Advisory Board to Manage Wildlife with a term to expire July 1, 2016.

13-765 AGENDA ITEM 12 – SOCIAL SERVICES

Agenda Subject: “Reccomendation to approve Agreement between the County of Washoe and Catholic Charities of Northern Nevada – St. Vincent’s Residence [annual amount \$125,000] to provide housing for Veterans at 395 Gould Street Building C; and authorize the Purchasing and Contracts Manager to execute up to

two additional one year renewal options--Social Services. (All Commission Districts.)”

Commissioner Berkbigler asked if the \$125,000 was already in the current budget. Ken Retterath, Adult Services Director, replied it was.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 12 be approved, authorized, and executed.

13-766 AGENDA ITEM 14 – SHERIFF/TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

Agenda Subject: “Status report on the EMS Working Group, including progress on previous direction related to recommendations from the 2012 TriData Emergency Medical Systems Analysis Final Report and provide direction as determined necessary to staff--Sheriff/Truckee Meadows Fire Protection District. (Requested by Chairman Humke.)

Mike Haley, Sheriff, said dispatch was collocated, and work was rapidly being done to integrate more into that center and to create a governance model around it. He said Fire Chief Charles Moore, Truckee Meadows Fire Protection District (TMFPD), would be presenting a specific report, but he wanted to comment on a couple of paragraphs contained in Jim Gubbels’, Regional Emergency Medical Services Authority (REMSA) President/Chief Executive Officer, letter dated August 26, 2013.

Sheriff Haley said the statement in the first paragraph on page 1 of the letter indicated the Sheriff’ Office (SO) was proposing to move emergency medical dispatch (EMD) to the dispatch center, which was an incorrect assertion. He said the SO had an EMD responsibility at the center with respect to a non-franchised area of the operation. He stated there was a debate going on within the Emergency Medical Services (EMS) Working Group regarding who should perform the EMD function. He said the dispatchers at the center were being trained for any eventuality, which would still be helpful even if they did not end up handling the EMD function. He stated the Board of County Commissioners and the Reno City Council would decide who handled that function. He stated REMSA did a tremendous amount of work to meet the Working Group three-quarters of the way in finding resolutions to the issues.

Sheriff Haley said regarding Recommendation 1 in the letter, however the EMD function was handled, it had to be integrated, it had to move into a central system for the collection of data, and it must be rapid and effective. He stated the Working Group and REMSA were diligently working on that issue, but REMSA feared the Sheriff would insist the SO would do the EMD function. He said he did not blame them for that fear, because he had been very vocal about finding a resolution to the EMD issue.

Sheriff Haley said he agreed with the first bullet on page 3 of the letter. He advised he worked with the City of Reno to obtain \$350,000 to upgrade Tiburon and to start integrating the computer aided dispatch (CAD) systems within the region. He stated whatever was decided regarding the EMD function, the CAD system had to be integrated.

10:38 a.m. Commissioner Weber arrived.

Sheriff Haley said regarding Recommendation 2 on page 3 of the letter, he did not believe it was necessary to conduct an independent analysis of the taxpayer's costs associated with the Washoe County Emergency Communications (ECOMM) expansion as it related to the EMD function, because it was obvious the cost per FTE at REMSA was lower. He said what needed to be considered was where and how information would be kept and how it would be retrieved, so all of the data coming back would be integrated and available when the Commissioners asked a question.

Sheriff Haley stated regarding Recommendation 3 on page 5 of the letter, most people knew dispatch remained on the call so police or fire services could be requested as conditions changed during incidents. He said dispatch was being asked to drop off of the EMD calls. He stated when that occurred and the call had police and fire aspects to it, all of that data was not collected under the current system. He said if the call could be dropped in a technological way that would be cost effective and would allow the County and the Cities, which had the risk liability, to have all of the data related to that call, he would be supportive of that process. He advised the Working Group was discussing that particular area.

Sheriff Haley stated regarding Recommendation 4 on page 5 of the letter, the most sophisticated system available, Tiburon, was used to dispatch people. He said all of the data needed to make decisions could be recalled for police and fire, but not for EMS because it was not integrated into the system, while it should be. He stated the dispatchers were well trained, and Tiburon was being upgraded. He said the CAD system was also being integrated in to the system and the City of Sparks would move to the CAD system, which meant the entire region would be using the same system. He stated for the District Board of Health to collect a month's worth of data currently, they had two statisticians and someone from the SO going through reams and reams of paperwork.

Sheriff Haley stated he appreciated REMSA's letter, which hit the nail on the head regarding the elephant in the room being the EMD function. He said his response was that a set of solutions should be found for the delivery of that service. He stated it should be remembered that the County and the Cities held the risk and the liability in addition to the responsibility to ensure the data was available to make good decisions about spending the taxpayers' money.

Commissioner Berkgigler said she was concerned about taking the medical calls that went to REMSA and passing them off to someone with no medical experience. She stated she did not believe the SO had paramedics or nurses taking calls in the dispatch center, nor was the SO financially able to bring that medical expertise into it.

She said she agreed the systems should be interconnected and easily operated. She stated she did not agree that medical calls should be taken away from a system that was working. She said she had not seen any evidence that REMSA's people in the ambulance were in any danger and required back up by the SO, or that REMSA was trying to remove the Sheriff's call center from staying on the call. She spoke about her personal experience with 9-1-1 last week. She said the person taking the call asked the right questions, and she did not see any evidence of a problem. She stated she realized she was only one person, and her experience was not always the case; but she did not see how the system would be improved by taking calls away from the people who were highly qualified.

Sheriff Haley said he fundamentally agreed with Commissioner Berkbigler, but there were nuances to this issue. He stated anyone trained in EMD could manage the calls, and there was no requirement that a more trained person sit in those seats. He said it was akin to having a trained police officer in dispatch, because they would know more about an officer-involved shooting than a dispatcher would. He stated the dispatcher's job was a finite job related to the collection and distribution of assets and not the delivery of medicine. He said that was the debate occurring across the country, but what it got down to was what the Commission decided the delivery of service from that perspective should be. He said a dispatch center was the dispatch center for all kinds of activities. He stated the dispatcher would not hand off the call to a more qualified police person when police were dispatched, and the same was true for fire calls. He said it could be different for the EMD function, but it created a challenge for collecting and managing data. He advised there were many examples of a call starting as a medical case and transitioning to a police and/or fire case. He felt if this was incrementally worked through, a solution was really close.

Commissioner Berkbigler said although she agreed there were no national standard that the person taking the call must be a paramedic or a nurse but, why should that be given up, since it was working well locally. She stated she supported finding a system that would allow everyone to work together. She believed it was best for her constituents to have paramedics and nurses on the end of the medical calls.

Sheriff Haley explained one of the last decisions the 9-1-1 Commission made was to integrate the nation's police, fire, and EMS; so they were on the same system for the delivery of information. He said he was appointed by the Governor to make that happen in Nevada. He stated how that was accomplished was one thing and how the data was collected was another. He said the collection system had to be driven by the County, because the County had the responsibility to own it.

Commissioner Hartung asked when Sheriff Haley received REMSA's report. Sheriff Haley replied he received it this morning, but it contained the items being discussed in the Working Group. He said he agreed with some of it and could debate some of it, but he believed the spirit of the letter was supportive of the Working Group's efforts. He said REMSA was making a big push to hang onto the EMD function, which he would do if he was in their position. He stated he did not believe there was any

attempt on REMSA's part to keep him from seeing the letter. Commissioner Hartung said he received the letter at 5:00 p.m. yesterday. He stated he was uncomfortable with getting it so late, because he had a lot to do last night. Sheriff Haley commented fundamentally there was nothing wrong with the letter. He stated REMSA was advocating for their company, while he was advocating for the County. He said there were small differences, but they were not insurmountable.

Commissioner Weber said she concurred with Commissioner Berkbigler's comments. She said when someone made a 9-1-1 call, they wanted someone on the line that could help. She believed most people would identify when they needed an ambulance, so the most qualified people to arrive would be REMSA. She said even though REMSA was a company, they also offered a service to the Commissioners' constituents, which was important to consider.

Commissioner Weber stated when someone called and asked for an ambulance, they were calling the Sheriff's dispatch center. Sheriff Haley replied that was correct. Commissioner Weber asked if the dispatcher could stay on the line when the call was transferred to REMSA, so it could be determined if police or fire were needed. Sheriff Haley said that would be a redundant use of personnel, and was not done for fire or police calls or non-franchised users of the system. He stated the CAD-to-CAD solution would allow that collection of data to occur. He said currently when that call was moved off, hours and hours were being spent to gather the important information that was outside of the Sheriff's data collection system and was also outside of the radio communications. He stated after the call was pushed off to REMSA, there was no way of knowing what was occurring, which was the essence of the issue. He said the Working Group was continuing to move forward with the Tiburon upgrade and the CAD-to-CAD link. He stated in the interim, the call was triaged and sent to REMSA. He said if REMSA chose to triage the call again, that was a decision REMSA was making.

Commissioner Weber asked if there was any discussion about the grant REMSA received. Sheriff Haley said the grant was provided under the Affordable Health Care Act and the Public Safety Broadband Network was under the same act. He stated the two systems were not mutually exclusive, but were mutually inclusive; and they must be integrated. He said the District Board of Health also wanted to integrate the calls technologically, so it did not matter who answered it. He stated if that was done, then the dispatch center, who had to see the call, and REMSA, who had to process the call, could both see the call at the same time and could manage it the way they needed to. He said right now that caused a bit of a conundrum, because it was a County and City dispatch center, and he only had so much influence on what the City would want to do.

Chairman Humke stated the bullet point under Recommendation 3 on page 5 of REMSA's letter indicated ECOMM asked questions of 9-1-1 callers using a patchwork of non-accredited tools. He asked if the dispatchers were instructed to take calls without applying some type of protocol. Sheriff Haley advised the communication center was accredited. He believed getting into these kinds of debates was unhealthy, even though he understood REMSA's frustration. He felt the best thing for him to do was

to focus on the fix. He said he defended the dispatchers, because they were really good at what they did. He stated he was aware people could be offended by those types of comments, but he made some pretty hard comments during the Working Group meetings.

Chairman Humke noted the 9-1-1 system was entrusted to the public entities and was paid for by a tax shown on every phone bill pursuant to Nevada Revised Statutes (NRS). He said there was something wrong with a private company trying to tell the SO they did not know their business.

Commissioner Berkbigler asked what the ultimate goal was, because she was confused about where this was headed. Sheriff Haley advised all calls came into the Public Safety Answering Points (PSAP) center, which was the primary PSAP center and not just an EMS PSAP center. He said those calls were distributed to fire, police, and EMS, and there was never an issue with how to transfer calls to fire and police. He stated the EMD function caused the conundrum, because there was a private-sector provider of ambulance services instead of a City or County entity. He said that business model was what everyone operated under, but it presented challenges that were not a problem with fire and police. He stated the business had to operate as equally and consistently as possible, because the dispatchers had to have a set of accredited policies and procedures. He said answering the calls had to be conducted in the same way, regardless of whether there was an outside provider or not.

Commissioner Berkbigler said the issue was not the call and the service being provided, but how the data was collected. Sheriff Haley said the upgrade was in the approval process and that upgrade would integrate Sparks and REMSA in the CAD system. He said the issue was what to do right now. He stated there was a suggestion by REMSA that they add a CAD link to the SO's dispatch, but that would require adding another screen and there were already a lot of screens in the dispatch center. He said REMSA agreed with the CAD-to-CAD link but, until the upgrade happened, there would be frustrations on both sides. He stated what needed to be done was to work to abate those frustrations, while allowing the technical solutions to happen. Commissioner Berkbigler asked how much time that would take. Sheriff Haley said a year and everyone would be learning the new system during that time. He stated even though REMSA agreed to pay for adding the additional functionality in the interim, human beings could only absorb so much information.

Commissioner Berkbigler asked if Sheriff Haley felt the system was so broken, the 12-month period would be required to get the needed technology in place. Sheriff Haley replied the system was not broken. He said the issue was Tiburon would no longer support the current system, which was still a great system; but any technical system required upgrades. He said the dispatch center continued to work with the current system as it was being upgraded. He stated the new system would collect the data, which would allow making good decisions on who should handle a particular call. Commissioner Berkbigler said assuming all of the parties agreed to transfer the medical calls to the SO's system until the technical solution was in place, she asked what the new system would look like. Sheriff Haley explained all of the 9-1-1 calls came into the

dispatch center, which had always been the case. He stated he would not support or recommend the creation of another 9-1-1 center to take calls, because that would be disastrous.

Commissioner Berkbigler said she was having a hard time grasping why this was being discussed. She stated she understood that it would take a year to achieve a technical solution to tie everything together, but she did not grasp the need to take this particular function and move it from the place it was currently, to a different system where non-paramedics and non-nursing staff would be answering the calls. Sheriff Haley said Commissioner Berkbigler was referencing who handled the EMD function, and the point was who triaged the EMD calls. He advised it was the same person who triaged the officer involved shooting call and a multiple fire alarm call; there were a series of questions asked and answered. He stated once the medical call came in, the ambulance was on its way and, with the right technology, the ambulance crew could hear everything that was being asked. He stated he did not believe the debate would end regarding who should handle the EMD function, because it was really about the cost-benefit analysis and what the Commissioners would prefer to do while knowing the \$10 million grant was not sustainable and knowing that whatever was built using the grant would have to be maintained. He said if the choice was to have REMSA EMD the calls, they had to come into the SO dispatch center first, because that was the governmental entity that collected those calls. He stated after that the calls were transferred to REMSA, and REMSA could EMD the calls if the Commissioners wished or the SO could EMD the calls.

Commissioner Hartung said his concern involved not so much the core areas, but the best effort areas; and he mentioned a Wadsworth example. He stated what if REMSA said they would respond as soon as they could, but someone else could respond faster. He believed it was incumbent on the Board to look at who was best able to respond the fastest. Sheriff Haley said he stopped providing examples because REMSA would come back with other examples. He stated when everyone was on the same data collection system and there was a call from Wadsworth, every bit of reasonable and responsible information about that call would be collected. He said only then could it be determined whether or not the region's limited resources were being used effectively and efficiently between police, fire, and EMS. He stated knowing that information would allow using facts rather than supposition when looking at the examples. He said everyone in the Working Group started by looking at those types of examples, but now they were solution oriented.

Commissioner Hartung asked if the solutions might include calling the closest agency to render aid, for example, the closest agency to the south end of Washoe Valley could potentially be Carson City. Sheriff Haley replied the automatic vehicle location (AVL) program would show where all of the assets were located and would allow the closest resources to be chosen. He noted REMSA supported using the AVL program.

Commissioner Weber asked if the CAD link would provide all of the needed information. Sheriff Haley replied it would. He said the franchise agreement said

it was the responsibility of government to determine what equipment the franchises used to integrate with the government systems, and not the other way around. He stated there had been a CAD link between Reno and Washoe County for years. He said reports were written using the CAD data and the on-call, arrival times, and types of equipment were collected and shared with everybody. He stated what was not shared was the patient data. He said he could not get into Reno's CAD system to do searches, because he was only authorized to receive specific data. He advised even though he had a top secret security clearance, he also operated on a need to know basis. He said if he had a need to know, he would ask for and would get the information he needed. He stated the City of Reno would not deny him the data he needed, but on a regular basis he did not need to know some things.

Commissioner Weber said she did not understand why anything different needed to be done now if, in the next year, the CAD link would have all of the information everyone needed. She suggested using the next year as a training period, leaving things the way they were, and moving forward. Sheriff Haley stated that was his recommendation also, even though he understood REMSA's position that they did not want the Sheriff's dispatch center to EMD the calls, because the SO probably would want to continue to do so going forward. He said that model was supported in many regions across the country, while the model REMSA used was supported in many other areas across the country. He said the challenge was the dispatch center did EMD calls for Incline Village, and the calls were held currently. He stated REMSA believed that delayed the call, but he had data that said otherwise. He suggested the Commission could direct that the direction things were headed in, by going to CAD-to-CAD, would not be changed. He said as a sidebar an interim solution would be found that would make REMSA more comfortable and still meet the requirements of the Sheriff's dispatch center being the recognized and authorized PSAP center for the region. Commissioner Weber said she liked that suggestion better than changing things now.

Chief Moore said Commissioner Berkbigler asked if the quality of the EMD function improved when a paramedic or a nurse answered the 9-1-1 call. He stated he felt he could speak for most of the Fire Chiefs in saying that it would not make any difference in the quality of dispatching help due to the EMD function working off a sophisticated doctor-driven computer program, which scripted the questions the dispatchers had to ask. He stated it was important for the Board to know that the EMD dispatcher should not ever diagnose a call over the phone. He said he was aware that REMSA's dispatchers read from the script, and it was important the paramedic or the certified EMD dispatcher not vary from the script.

11:25 a.m. Chairman Humke left the meeting and Vice Chairperson Weber assumed the gavel.

Chief Moore said the fundamental problem with the way the system worked was not its quality, because it was an accredited dispatching agency. He felt what the Fire Chiefs had a problem with was the way calls moved back and forth. He said if there was a medical problem, the 9-1-1 dispatcher who took the call had to move it to the

REMSA dispatcher for an assessment. He stated if there was a reason for fire or police to respond, then the REMSA dispatcher had to hand the call back to the 9-1-1 dispatcher. He said that back and forth was what troubled the Fire Chiefs, because of the possibility of a dropped call or some information important to police and fire not being picked up by the dispatcher. He said if the EMD dispatchers read from a script to assess whether or not fire or police were needed, the decision could be done from that one point, which would eliminate the back and forth transferring of the call. He felt the system would improve significantly if that back and forth was eliminated.

Chief Moore said data collection was an important point of having one dispatch center. He said the TriData study identified the problems, which were the problems the Working Group was trying to address.

Commissioner Berkgigler noted in her experience, the fire department was the first responder to a medical call. She stated she was having a hard time understanding why there was a need to switch the call back from REMSA if the fire department was already alerted and was on the way. Chief Moore advised that was not happening 100 percent of the time. He said he listened to his radio all of the time, and he was seeing instances of the TMFPD being delayed. He explained there was a call in July where a Battalion Chief called dispatch stating he saw REMSA going up Mt. Rose Highway. He said it was eventually determined the call was in North Lake Tahoe's jurisdiction, but the back and forth while trying to figure that out resulted in a 50-minute delay in getting the right agency to that person. He stated the Sheriff was correct in saying that having a good system required having good data, and it was imperative that there was good data. He said he was glad Commissioner Berkgigler received good service, but there were many examples where there were delays in dispatching the TMFPD.

Commissioner Berkgigler asked who was responsible if the fire personnel were not getting dispatched in some cases. She felt that we were trying to create something for next year that was not necessarily needed. Chief Moore said he believed the simpler the system, the better the system. He said the simpler solution would be to have all of the dispatching done at the same PSAP, so calls would not have to be transferred back and forth. Commissioner Jung said that was exactly what the taxpayer-funded study indicated should be done, even though she was sympathetic that REMSA did not want any creep on what they performed and what they were able to charge.

Commissioner Jung said when talking about REMSA's response time and best efforts, she asked if REMSA got exclusions to the critical standards. Chief Moore said he did not have a lot of expertise in that area, but he believed there were exceptions to REMSA's response times because of delays due to traffic, road construction, or the weather. Commissioner Jung confirmed those exclusions were in the Franchise Agreement. She asked if the fire departments had any such exclusions. Chief Moore replied they did not.

Chief Moore said the Commodity Exchange Agreement was finalized. He stated if the fire department expended commodities on a patient during a 90-day test of

the system, REMSA would reimburse the fire department for the commodities used. He said after 90-days, the agreement would be reevaluated and would either be amended, kept in place, or abandoned.

Commissioner Hartung made a motion to allow the Sheriff to continue his work for the next year and to continue to work through this process with REMSA and with all of the stakeholders in the Working Group, while periodically giving the Board feedback when it was deemed time to provide an update, possibly once a quarter. Commissioner Jung seconded the motion.

Commissioner Jung said 99 percent of this update was good news. She indicated both sides were working together to come to an agreement to address the issues within the study. She believed the EMD issue was something the Working Group could work through and the Board needed to give them the time to do so and needed to stay out of it until they came to the Board and the City of Reno for further direction.

Commissioner Berkbigler said she was impressed the Working Group was working through the problems until only a few issues remained. She felt she would be remiss if she did not go on record regarding her very serious concerns about the EMD issue.

11:38 a.m. Chairman Humke returned.

Nancy Parent, County Clerk, advised the August 26, 2013 letter from Mr. Gubbels was placed on file with the Clerk.

In response to the call for public comment, Mr. Gubbels said his letter was written in response to the two City Managers and the County Manager asking the question about who should handle the EMD function for the community, which had been handled by REMSA for the last 26 years. He stated it was part of the franchise agreement that REMSA must have trained paramedics and intermediate emergency medical technicians (EMT's) to interview and prioritize the patient, along with providing pre-arrival instructions. He said that was important, especially if someone had to be coached on how to control bleeding, perform CPR, or assist with childbirth until help arrived. He advised that being internationally accredited assured the Commission that the national academy was reviewing what the EMD center did to ensure the proper steps were being followed. He said the CAD-to-CAD would happen and would connect REMSA's computers with that of the dispatch center, which Fresno, California, just did.

Mr. Gubbels stated REMSA felt the system that worked well for the past 26 years should not be changed, especially when the next step would be to share response data back and forth after all of the computers were connected. He said REMSA strongly agreed with the TriData report that connecting the computers would make the system more efficient, effective, and cost efficient in accomplishing the goals to make recordkeeping and dispatch more seamless and integrated. He stated the TriData report further stated REMSA had a sophisticated high-quality program, and REMSA believed

Washoe County residents would receive better care at a reduced cost by retaining the EMD function and the delivery of the pre-arrival instructions at the REMSA's Medical Communications Center. He stated local taxpayers should not be asked to invest additional dollars for a service that was already being expertly provided to the community.

Mr. Gubbels stated because of the grant and the Affordable Healthcare Act, REMSA was ready to add a nurse triage center and a nurse health hotline. He said the nurses would be able to take calls from anyone in the community, whether they were insured or not, and help guide them through their immediate healthcare needs. He stated that meant for many of the calls, a response would not be needed from REMSA or the fire department. He stated that showed the need for the Medical Call Center to be able to deal with the evolving changes to health care, because today's healthcare and the healthcare available in one or two years would look totally different.

On the call for the question, the vote was 5-0 in favor of the motion.

Chairman Humke assumed the gavel.

13-763 CONTINUED – AGENDA ITEM 7 – DISTRICT COURT

Agenda Subject: “Recommendation to acknowledge the direct grant award from the Substance Abuse and Mental Health Services Administration (SAMHSA) to the 2nd Judicial District Court to support the Re-Entry Court [\$248,077, no in-kind match required] retroactive to August 1, 2013, for the budget period of August 1, 2013 to July 31, 2014; and authorize Finance to make necessary budget adjustments-- District Court. (All Commission Districts.)”

Chairman Humke asked if the nonviolent inmates, who were within two years of their probable release date, were taken out of incarceration early and brought into the Re-Entry Court program. Shelia Leslie, Specialty Courts Manager, said that was exactly what it meant. She stated the program was governed by statute and would be an early release program, which would be unique in the Specialty Court system. She said the inmates would retain their inmate status, would be supervised by Parole and Probation, and would be kept on a very short leash. Chairman Humke said the main issue would be whether the participants were using substances. Ms. Leslie stated when the original Re-Entry Court grant went away and the Re-Entry Court and the Drug Court were merged, it was found the people who originally participated in the Re-Entry Court did not do as well in the Drug Court. She said upon examining the reasons why, it was obvious it was because they were being mixed with people who were actively using drugs. She stated recently the two calendars were separated and a tremendous difference in the level of substance abuse was already seen. She said the people who were not actively using needed help in preventing a relapse, because they had already stopped using drugs, and they needed a lot of help in reintegrating into the community. She stated this was a different type of holistic approach, which was felt would work a lot better.

11:50 a.m. Commissioner Berkbigler left the meeting.

Chairman Humke asked if it would be expected the County would fund the Re-Entry Court from the General Fund once the grant funding ran out. Ms. Leslie said it was not. She stated one of the reasons the Specialty Courts had not applied for a federal grant of this type for many years was due to the sustainability issue. She said the Specialty Courts were caught between the prison system and the Supreme Court, which was the other funding source. She stated neither wanted to commit to funding this program. She stated the idea was to prove the Re-Entry Court would save a substantial amount of money by reducing the recidivism rate. She said it was hoped the Governor would be convinced to shift funding from the prison budget to fund the Re-Entry Court.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 7 be acknowledged and authorized.

11:54 a.m. The Board convened as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners with Commissioner Berkbigler absent.

12:40 p.m. The Board adjourned as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners with Commissioner Berkbigler present.

13-767 AGENDA ITEM 15 – SENIOR SERVICES

Agenda Subject: “Update on the status of pro-bono and low cost legal services for the elderly and provide possible direction to staff--Senior Services. (All Commission Districts.)”

Grady Tarbutton, Senior Services Director, said the Nevada Legal Services (NLS) hired five of the staff from the Senior Law Project (SLP). He stated in addition to the cases transferred from the SLP, NLS took on 34 new cases in July, and he reviewed the type of cases as shown on page 2 of the staff report dated August 7, 2013. He noted the goal was to reach 1,200 clients for the year, and two outreach events were scheduled for each month through the end of this December.

Mr. Tarbutton said Washoe Legal Services (WLS) took on 21 cases at the beginning of July and six new cases were appointed by the courts. He stated often those cases were more labor intensive than the consumer-services cases, and the goal for the year was to serve 65 clients.

Mr. Tarbutton stated he and John Berkich, Interim County Manager, would be meeting with Jane Gruner, Nevada Aging and Disability Services Division, to

share with her the concerns Social Services and the Commissioners had regarding having more than one agency provide the legal services. He said after that meeting, staff would continue working with WLS and NLS to try and develop some common ground. He said that information would be brought back to the Board, along with revised contracts regarding the amount of money that would be going to them.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 15 be accepted.

13-768 AGENDA ITEM 16 – MANAGEMENT SERVICES

Agenda Subject: “Discussion and possible direction to staff on AB 46 of the 2013 Nevada Legislative Session, including but not limited to direction to staff to develop the appropriate ordinance(s) and Board of County Commission resolutions to implement the provisions of AB 46 of the 2013 Nevada Legislative Session--Management Services. (All Commission Districts.)”

John Berkich, Interim County Manager, said John Slaughter, Management Services Director, advised him there was no additional information available. He said the answers to some requests for information from the August 20, 2013 workshop were being worked on.

Commissioner Jung asked if the Washoe County School District (WCSD) could be asked to pay for a third-party independent audit, so the efficiencies, discrepancies, and the lack of sustainability of not having a maintenance fund could be verified. She felt that would go a long way in answering some of the questions being asked. Commissioner’s Weber and Berkbigler agreed that was a good suggestion. Chairman Humke asked if the audit could be done within the required timeframe. Commissioner Jung replied she did not know if it could or not. Commissioner Berkbigler said since AB 46 did not relate to how the entire WCSD was run, the audit could only deal with the facility and maintenance areas. She stated instead of just being a fiscal audit, it could also encompass operations.

Commissioner Hartung said he would like to see all of the options on the table, including what the unintended consequences of the options might be. He stated for example, he wanted to know who would pay for any litigation and punitive damages if the County approved the taxes and was sued. He stated he also wanted to know if the County could call for a special election. He said he wanted Legal Counsel to provide feedback on those types of questions. Chairman Humke asked if Commissioner Hartung wanted to do this today. Commissioner Hartung felt it should be done as quickly as possible and the list could be updated as necessary. He believed it was important for the Commission and the public to understand what the real options were.

Commissioner Berkbigler said she agreed she did not want to wait until the last minute to make a decision, but she felt the Commissioners could wait until after the next workshop where everyone would be together. She stated she was concerned the next workshop would be another fluff meeting like what was done last Tuesday. She understood it was the WCSD's opportunity to talk about the good things they were doing; but what they discussed had nothing to do with AB 46. She said AB 46 was about the WCSD's facilities and the need to repair them. She stated the only thing she sensed from that meeting was if AB 46 was not passed, the stats would go down because the children would not do as well in school. She said she was offended by that and felt it was a bit of a threat. She agreed with Commissioner Hartung that the Commissioners needed to know what the options were.

Chairman Humke said it was obvious the options were to vote for the two tax methods the Legislature gave the Commission, to vote against the two tax methods, or to take no action. He stated his concern was what was open to the Commission in terms of going to a vote of the people as either a fall Special Election or to put it on the 2014 General Election ballot. Commissioner Hartung said that meant the Board would enable AB 46 with a sunset of November 2014 and with an advisory question saying yes or no. He stated within that option, the Commissioners might also want to look at whether passing the margins tax could also trigger a sunset. He said the feedback he received indicated a lot of people were terribly concerned, and he felt the Commission should look at the risks and benefits of whatever action the Commission could take.

Commissioner Berkbigler said the ordinances could not go into effect until July 2014 because of the taxing aspect. She stated if it was put to a vote in November 2014, there would not be much in the way of statistics or information available but, if it was moved to November 2016 for a vote, the later date would provide the opportunity to gather more statistics and information. She said additionally, it would also give the WCSD the opportunity to go back to the Legislature to obtain a legitimate piece of legislation passed by the Legislature to put a stream of money in place to take care of the WCSD's capital needs. She felt that was another option to add to those Commissioner Hartung talked about.

Commissioner Weber believed staff was being asked to do way too much work and the Commission should ask for funding from the WCSD to help pay for this. She suggested the Commissioners put together their ideas and questions and give them to Mr. Slaughter so Legal Counsel could take a look at them. She stated the options could be put on the walls of the Commission Chambers, so they could be seen by the public during the AB 46 meetings.

Commissioner Hartung said he understood about not wanting to waste staff's time, but he was concerned about the possible legal consequences of the Commission taking action. He stated he was more for vetting this in a public forum, and he wanted to start putting together the list of options now.

After further discussion regarding starting the list of options now or each Commissioner providing the options they identified to Mr. Slaughter, Commissioner Berkbigler noted she had some general concerns. She said it should be made clear to the WCSD that the Board was not concerned with how they were educating students, but only in providing the tax dollars needed to fix the schools. She stated some of the groups she met with believed the legislation was written in such a way that the money could go to any capital need the WCSD had instead of just towards repairing the existing schools, which was a problem for her.

Commissioner Berkbigler said she also had a concern regarding the statement made that the WCSD had “x” number of dollars, and so much was appropriated for “x” and so much was appropriated for “y” and never the twain shall meet. She said if that was not statutorily the case, and someone was downsized from the facilities and maintenance department, could that salary money be re-appropriated to fix the schools. She understood when the County cut employees, the County used that money for benefits and other areas. She said if that was the case with the County, she did not understand why that would not be the case with the WCSD. She stated she needed to have that question answered before she was comfortable with moving forward with any of this.

Chairman Humke said Washoe County defunded 700 positions during the economic downturn so that money could be used for other things, which included The County’s capital needs; but the County was not saddled with the Distributive School Account (DSA). He stated the DSA was complicated and it took him awhile to understand it. He said the DSA withstood a constitutional review, while other states had not withstood that type of review of their K-12 education funding. He stated that might be why it would be a good idea for the County to present its side.

Commissioner Hartung stated whatever choice the Commissioners made, it would affect Washoe County. He said he wanted to vet this issue before the public, because there were many smart people in the community and they might think of something the Board had not thought of. He felt only creating a list would not allow for that public input.

Commissioner Berkbigler asked if there could be some “outside the box solutions,” which might not involve raising taxes at all. For example was there some space in the GST tax, or any other tax, where the Commission could give the WCSD those funds for a set length of time. She said during that period, the WCSD could go to the Legislature to get a dedicated stream of money for their capital improvement needs. She stated her personal opinion was the WCSD needed the money because, the older the buildings got, the more problems they would have if they were not repaired. She stated another “outside the box solution” could be public-private partnerships, which could benefit the WCSD without raising taxes.

Commissioner Weber asked if the County received a letter from the WCSD asking the County to take action on this. Chairman Humke said AB 46 was an

authorization bill that stated the County might or might not do this on behalf of the WCSD, and he believed all of the rhetoric by the WCSD made that request.

Commissioner Berkbigler said she met with members of the business community, the union groups, the State Legislators, and the Governor's representative; she asked if the Commission passed the ordinances and was then sued, who would pay for the County's defense and who would pay back the money if the County lost the suit. She said it was suggested the business community might be able to do fundraising to provide the money to support the County's legal costs. She stated another suggestion was the WCSD could be required to put up a bond to cover the County's legal costs and to payback fees in the event the County was sued. She asked if either suggestion would be legal.

Paul Lipparelli, Legal Counsel, said the County could not solicit donations to pay for its legal costs, but private groups could raise and donate money to help in the County's defense in the event of any lawsuits. He thought it was possible for the WCSD to enter into an agreement with the County to help alleviate some of the risks the County would face by enacting the taxes, because some people had already indicated they would sue if the County did so. He stated he was aware some people had said imposing the taxes would be unconstitutional, because the two-thirds vote requirement in the Legislature was not achieved. He said depending on how the lawsuit was framed, it could seek a declaration that the enactment was void, which could stop it from moving forward. He advised refunds would not be tenable because it would be impossible to figure out who was owed a sales tax refund. He said just because refunds would not be involved, the County could still face a financial risk.

Mr. Lipparelli said one possible option would be to ask District Court if the taxes were permissible through a Judicial Confirmation Action, which was most commonly used for the issuance of bonds when there was a question on the authority of a local government to issue a bond. He advised the trouble was the short timeframe involved, because there were notice provisions in the Judicial Confirmation process. He said a quick response from the Court would be required to be able to have two readings of an ordinance imposing the sales tax prior to January 2014.

Commissioner Berkbigler asked for the WCSD to provide information regarding what other school districts of similar size to Washoe County did, rather than using huge school districts as comparisons. Commissioner Hartung agreed using Dallas, Texas as an example was not a good comparison.

Commissioner Weber said it was sad that the Legislature put this issue on the Washoe County Commissioners, because they were spending time doing the business of another entity instead of doing the County's business. Chairman Humke said it was a simple authorization bill, which had been done before. He stated the Legislature granted those types of bills to various entities. He felt the Legislature gave the County a gift in being able to consult with the taxpayers on this.

After further discussion about how to handle listing the options, Mr. Berkich said he and Mr. Slaughter would compare notes and would compile a list for review by the Commissioners. Mr. Lipparelli said the agenda item was worded broadly enough so that individual Commissioners could make observations, pose questions, and ask for information; but could not vote on Agenda Item 16. He stated there was no legal issue with continuing the discussion until later in the meeting.

There was no response to the call for public comment.

Chairman Humke suggested continuing the discussion and holding open public comment until 5:00 p.m.

13-769 AGENDA ITEM 21 – 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.”

1:45 p.m. On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that the meeting recess to a closed session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220.

5:02 p.m. The Board reconvened with Chairman Humke absent and Commissioner Weber assumed the gavel.

13-768 CONTINUED – AGENDA ITEM 16 – MANAGEMENT SERVICES

Agenda Subject: “Discussion and possible direction to staff on AB 46 of the 2013 Nevada Legislative Session, including but not limited to direction to staff to develop the appropriate ordinance(s) and Board of County Commission resolutions to implement the provisions of AB 46 of the 2013 Nevada Legislative Session--Management Services. (All Commission Districts.)”

John Slaughter, Management Services Director, read the list of the possible options, questions, and possible direction to staff. A copy of the list was placed on file with the Clerk. He noted the list was developed from notes taken during the Board’s earlier discussion, and he asked if anything was missing from the list.

Commissioner Hartung said Possible Option No. 7, the unused Government Services Tax (GST), should come under its own heading. Vice Chairperson Weber suggested there could be a heading for possible taxing mechanisms.

Commissioner Berkbigler said there had been discussion about seeking an agreement with the Washoe County School District (WCSD) that would detail what the WCSD would do if the County supported implementing the provisions of AB 46;

including if the WCSD would agree to go to the Legislature in 2015 to memorialize the agreement. She stated that should be added to the list.

Mr. Berkich asked if Direction to Staff No. 2 only focused on capital funding. Commissioner Berkbigler replied it should focus just on capital funding, which was what AB 46 would be used for.

Commissioner Hartung said the WCSD's review mentioned their expenditures were 5.96 percent of their overall budget. He said the review mentioned much larger school districts when discussing the percentage of taxes those districts collected versus what the WCSD collected. He stated he did not recall any direct discussion regarding the WCSD's capital funding expenditures, but just the overall tax base that was collected. Commissioner Berkbigler said the initial question was directed at whether or not there were school districts of comparable size to Washoe County. She stated the Big City Schools study took into consideration Chicago, New York, and Los Angeles for capital improvements and facilities maintenance, which were all considerably larger school districts. She stated she would like to see a comparison with school districts the same size as Washoe County. Vice Chairperson Weber said that was a separate question from Question No. 2. Commissioner Berkbigler said that question was about whether salary money could only be used for salaries or could those funds be used for capital improvements and facilities maintenance.

Vice Chairperson Weber said a constituent mentioned that the Legislative Counsel Bureau (LCB) specifically spoke about maintenance in this funding mechanism, but she did not remember what was said; and she requested staff get that information for the Board.

Commissioner Hartung said he had a question from a constituent regarding the Commission's legal ability to levy taxes through the Nevada Revised Statutes (NRS). Paul Lipparelli, Legal Counsel, said the County generally had the authority to impose property taxes, but it was limited to those specific grants of authority given to the County by the Legislature. He said it was complicated because that authority was not all in one place in the NRS. Commissioner Hartung stated the Commission did not have the authority to levy a tax without the express permission of the Legislature. Mr. Lipparelli replied that was correct. He stated the County did not have any authority to decide for itself where to set tax levels, because it was limited to the constitutional provisions of State law and by the statutes enacted by the Legislature.

Commissioner Berkbigler said another "outside of the box" idea would be to determine whether there were federal grants available for repairing school infrastructure. She stated there was also the question of whether the County had the ability to mimic any of the Clark County funding streams that were earmarked as "capital" without going back to the Legislature. Commissioner Hartung said that was the genesis for his question. He stated the County could not enable a real estate transfer tax in lieu of this without the express written permission of the Legislature.

Vice Chairperson Weber requested the list be updated as needed and available at each meeting. Commissioner Hartung said Mr. Slaughter and Mr. Berkich did a good job of putting the list together.

Mr. Lipparelli said he had not had a chance to carefully study the list but, regarding the list's Proposed Option No. 4, there was not any authority that would allow the Commission to pose an advisory question regarding the taxes envisioned in AB 46 in an emergency Special Election. He said advisory questions had to be posed in the General Election by State law. He stated there were some provisions in State law that would allow placing items in Special Elections for emergencies by a unanimous vote of various boards, but an emergency did not include the types of taxes envisioned by AB 46. He said Proposed Option No. 4 might not be available, subject to further research and analysis. Commissioner Hartung said by vetting the options publicly, at least the public would know all of the possible options were examined for their legality.

Commissioner Hartung requested the list be put online. Nancy Parent, County Clerk, advised the list would be attached to this agenda item for today's meeting.

Mr. Slaughter said the item was possible direction to staff, which could be for staff to amend the list based on today's discussion and to continue moving forward on reviewing the provided options and questions.

Commissioner Hartung asked if Mr. Lipparelli needed direction to seek judicial confirmation regarding the Commission's constitutional authority to approve all or a portion of the taxes. Mr. Lipparelli said he did not know if it took the Board's action to get that process started. Vice Chairperson Weber suggested making a motion to move the judicial confirmation process forward if necessary. Commissioner Jung suggested making a motion giving direction to staff to move forward with Items 1, 2, and 3 under the heading "Direction to Staff," rather than having to come back to the Board after they were researched.

Mr. Berkich read the following "Direction to Staff" items: 1) Request WCSD conduct a third-party audit of their capital projects program, 2) Request a comparison of costs for capital programs from school districts of similar size, and, 3) Seek judicial confirmation that the Commission has the constitutional authority to approve all or a portion of the taxes.

In response to the call for public comment, Jill Tolles said she wrote an editorial, which appeared today in the *Reno Gazette-Journal*. She stated there were some tremendous advantages to having AB 46 come before the Commission. She said she followed AB 46 throughout the Legislative session, and it received nowhere near the analysis it was receiving before the Commission. She felt the taxpayers, the WCSD, and the County as a whole would benefit from this process. She stated it was a great opportunity for the public to come before the Board, which they could not do if they were just asked to check a ballot box.

Vice Chairperson Weber requested adding to the list what mechanism could be used to hold the WCSD accountable. Mr. Berkich said that could be addressed within the context of an Interlocal Agreement.

Commissioner Hartung asked if under “Direction to Staff” Item No. 1, it should indicate where the funding source would come from. Vice Chairperson Weber suggested making it part of the motion.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, staff was directed to move forward with Item No’s 1, 2, and 3 under “Direction to Staff,” with Item No. 1 including the Washoe County School District (WCS D) would fund the third-party audit of the capital projects program.

13-770 AGENDA ITEM 20 – 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 Berkbigler discussed attending the Lake Tahoe Summit, Congressman Mark Amodei’s Town Hall meeting on immigration, and the Economic Development Authority of Western Nevada (EDAWN) meeting. She said she met with Vidler Water regarding the merger of all of the Truckee Meadows water systems and some other issues. She discussed an issue with a request for an oversized dock at Lake Tahoe on the next agenda for the Tahoe Regional Planning Agency (TRPA).

Commissioner Jung said she attended the Lake Tahoe Summit. She stated at the District Board of Health meeting last week, it was decided to move forward on doing the fundamental review. She stated she would be attending the Sierra Nevada Job Corp’s Community Relations luncheon tomorrow. She said on Thursday there would be a press conference with the Truckee Meadows Community College (TMCC), which would be making an announcement about a major investment in support of its nursing program. She noted the nursing students at TMCC had never failed the State exam ever, which was remarkable. She said she and Vice Chairperson Weber would be meeting with Congressman Amodei on Thursday to discuss preventing the closure of the Sun Valley Post Office. She stated Monday she would be attending the Sun Valley Homeowners Association meeting, and she would be attending the opening of the Dorothy Lemelson Science, Technology, Engineering and Math (STEM) academy on September 6th. She said the annual Senior Fest would be held on September 3 at the Reno Town mall, and the Truckee Meadows Regional Planning Agency (TMRPA) would be presenting their industrial-land needs analysis on Thursday.

Commissioner Hartung said he was at the well attended off-road races sponsored by Lucas Oil at the Wild West Motor Sports Park, which was a phenomenal facility. He predicted motor sports would become one of the area’s prime draws. He stated he held his Commissioner Conversations meeting, which was fairly well attended.

He said he attended the Nevada Land Transfer Task Force meeting, and he attended the Nevada Association of Counties (NACO) meeting by phone. He asked for an agenda item next month to discuss which of the federally controlled lands in Washoe County the Board wanted to acquire. He said the Truckee Meadows Water Authority (TMWA) received a national award for its clean water standards, which was received by only 2 percent of the nation's water treatment plants. He noted TMWA had three power plants and they sold power back to NV Energy, which helped bring down TMWA's rates.

Vice Chairperson Weber thanked the Commissioners, because they were going out into the Community, which she felt was important information to share with the public. She said she attended the Lake Tahoe Summit, Congressman Amodei's Town Hall meeting on immigration, and the off-road races held in Washoe County. She stated she was asked by Jeff Fontaine, NACO Executive Director, if the County identified an alternate for Nevada Land Task Force, and she wanted to verify an alternate was allowed. She said NACO and the Nevada League of Cities would be holding their annual conference together at Lake Tahoe from September 10-12, 2012, and the Local Government Summit would held there the morning of September 13th. She stated the Shared Federal Framework meeting would be held on September 19, 2013. She said Burning Man was happening right now, and it had a great economic impact on the community.

6:02 p.m. Chairman Humke arrived at the meeting.

6:03 p.m. The Board recessed.

6:05 p.m. The Board reconvened and Chairman Humke assumed the gavel.

PUBLIC HEARINGS

13-771 AGENDA ITEM 17 – MANAGER/GRANTS ADMINISTRATOR

Agenda Subject: “Public Hearing on the Community Development Block Grant (CDBG) program. The public is invited to participate by providing ideas, comments and suggestions concerning potential projects for CDBG funding applications. Washoe County is eligible to apply for projects located in unincorporated areas of the county. [No fiscal impact]--Manager/Grants Administrator. (All Commission Districts.)”

6:05 p.m. The Chairman opened the public hearing by calling on anyone wishing to speak on this item.

Gabrielle Enfield, Grants Administrator, said this hearing was an opportunity for citizens to provide input regarding possible Community Development Block Grant (CDBG) program funded projects. She explained the CDBG program and the application process as outlined in the staff report dated August 1, 2013. She said the number of applications Washoe County would be able to submit would be determined at

the September 10th State Forum, which was being held in conjunction with the NACO Conference. She advised Washoe County was able to submit two applications last year. She said at the December 10, 2013 meeting, the Commissioners would review the applications recommended for submission, would recommend any changes, and would approve the applications to be submitted to the State.

Ms. Enfield explained over the last 31 years, the County implemented 45 grant projects funded through the CDBG program for a total funding of \$4,091,318. She said a report providing the performance of the previous CDBG grants was attached to the staff report. She stated the report also indicated which projects were closed and which were still open.

Commissioner Hartung said some of his constituents in Spanish Springs were concerned there was no security fence around portions of the Van Gorder Elementary School, and he asked if that would be an eligible project. Ms. Enfield said it was possible, but she had not seen any applications from a school district come through the program in the past. She stated the Washoe County School District (WCSD) could apply to the County for the grant, since they were a governmental agency, if the school qualified under the low to moderate income demographics.

Commissioner Weber said she was aware a lot of great things were accomplished through the CDBG program over the years. She stated the communities in the County knew about the program and many routinely came forward with ideas. Ms. Enfield said the majority of the eligible communities fell within Sun Valley and Gerlach due to the income limitation. She stated other eligible projects were those that benefited seniors.

Commissioner Weber commended Ms. Enfield for doing a great job.

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

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

13-772 AGENDA ITEM 18 – MANAGER/TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

Agenda Subject: “Second reading and adoption of an Ordinance amending the Washoe County Code by repealing Chapter 60 in its entirety, and by enacting a new Chapter 60 concerning fire, buildings, and wildlands, containing provisions of the Fire and Wildland-Urban Interface International Codes, amendments to the same, and violations, and providing other matters properly related thereto. (Bill No. 1697)--Manager/Truckee Meadows Fire Protection District. (All Commission Districts.)”

6:14 p.m. The Chairman opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance.

Charles Moore, Truckee Meadows Fire Protection District (TMFPD) Fire Chief, said input was received from the public regarding the exploding targets section of the Fire Code. He said the Fire Code was outdated because it was last adopted in 2003. He stated the Fire Code needed to be updated as the standards of care and industry standards changed. He said the District wanted to match the other jurisdictions in the Northern Nevada area, many of which had already adopted the Fire Code. He advised it was beneficial to the building industry to have Fire Codes that were common across the jurisdictions. He said there was also a need to synchronize the Fire Code with the Washoe County Building Code, so there would not be any conflicting provisions between the two Codes, which would make it easier for architects and builders to understand what they were supposed to do.

Amy Ray, Fire Marshall, said the Fire Code amendments were a collaborative effort between the 10 jurisdictions. She stated the State Fire Marshall rendered an opinion that Tannerite was a Division 1.5 blasting agent, which meant it was regulated under the Fire Code as an explosive. She said there had been several fires in the area, and the latest fire, which occurred in May, cost taxpayers over \$4,000 to put out a quarter-acre fire. She advised a fire in 2011 cost taxpayers over \$30,000 to suppress. She said the concern was the fires started by the exploding targets endangered both the public and the firefighters. She advised the State Fire Marshall would ban them when the 2012 adoption was done, and the District would have to conform to that ban under State law.

Chairman Humke asked what the video would demonstrate. Fire Marshall Ray explained it showed that an exploding target could start a fire, which was why the Bureau of Land Management (BLM) outlawed their use during fire season. She played a YouTube video demonstrating how an exploding target could start a fire, which could be viewed at the following link: <http://www.youtube.com/watch?v=9u5FQf5Y8Kk>. She explained how binary-exploding targets worked. She said in the eight western states, it cost taxpayers over \$33 million to suppress fires started by binary-exploding targets. Chairman Humke said the definition was brief, and he asked if it implied the term “exploding” meant it was incendiary. Fire Marshall Ray stated under the Fire Code, the term “explosive” meant a chemical compound mixture device with a primary or common purpose, which was to function by explosion. She said that definition was taken out of the definition section of the 2012 addition of the International Fire Code. She said that was also the definition the State Fire Marshall referred to as a Division 1.5 blasting agent.

Commissioner Weber asked if the County had to adopt this because the State Fire Marshall did. Fire Marshall Ray replied the County did under the Nevada Administrative Code (NAC). Commissioner Weber said she was contacted by quite a few constituents who would probably object to the video, because it showed the shot going right into a hay bale. She felt that was a ploy to say that would happen every time that type of device was used, and the Fire Marshall claimed a lot of fires were started by those devices. Fire Marshall Ray replied that was correct. She said BLM outlawed their use

during fire season and would fine people up to \$10,000, and was considered a Class B misdemeanor under federal law. She said the gentleman who started a fire in Washoe County on BLM land during a fire season was fined \$6,000. She said she had other witness statements that corresponded with the investigations of other fires, which indicated they shot the target and a fire started. Commissioner Weber said she would like to see the statistics. Fire Marshall Ray replied she would provide them to the Board.

Commissioner Hartung said the information he found indicated some of the homemade targets were incendiary. He stated the definition of an exploding target meant they could be anything, such as a can of spray-paint. He said he read Tannerite was not an incendiary product, because it only produced water vapor; but that did not mean all exploding targets were the same. He asked what would be the harm in waiting until the State opined and then the County could follow suit with the State. He asked if Fire Marshall Ray was sure the fires were started from an exploding target and not from a ricocheting bullet. Fire Marshall Ray said she had investigated several fires and they were started from the exploding targets and not from the bullets. She stated regardless of whether the County waited for the State Fire Marshall to completely ban the exploding targets, under the International Fire Code adopted under State law, Tannerite was still considered to be a blasting agent and a mass-explosion hazard.

Commissioner Berkbigler said it appeared the definition included everything that could explode, and she was concerned it might be too narrowly written. Fire Marshall Ray said an article from the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) stated binary explosives were prepackaged products consisting of an oxidizer and a fuel or other material. When the components were combined the resulting mixture was an explosive material subject to the regulatory requirements of 27CFR, Part 555, and mixing binary components together constituted manufacturing explosives.

Commissioner Weber said nothing was identified at the first reading as being an issue, but now she was aware constituents had concerns about being able to continue to use these types of products; even though she understood the ban would happen anyway because of State Fire Marshall. Fire Marshall Ray listed the agencies who had already adopted the amendments, which included the ban on exploding targets, and which agencies planned to follow suit.

Paul Lipparelli, Legal Counsel, said tonight was the second reading of the proposed ordinance, while the first reading was held on August 13, 2013. He advised the Board had 35 days from the first reading to either adopt or not adopt the ordinance as proposed, which meant the Board had until September 17, 2013 before this process would have to start over. He said action on the ordinance could take place during the first September meeting without starting over and changes could be made, but they could not be substantive to what was advertised. He felt it would be permissible to adopt all of the other provisions except for the one section if the Board wanted more time to analyze that provision. He stated the Board could also adopt the ordinance as presented and then could go back and repeal certain provisions. He believed it was correct that several federal agencies had taken action to prohibit the use of those materials, either all of the time or

during certain seasons. He said to summarize, the second reading could be continued until September 17 or it could be adopted without the provision at issue, which could be considered later as a separate amendment to the Fire Code.

6:36 p.m. Commissioner Weber left the meeting.

Commissioner Jung stated the definition of an exploding device under this Code clearly stated it had to be an incendiary device, so it could never be a water bottle. She said she believed prior to first reading, there was a presentation from Chief Moore about his concern about the exploding-incendiary devices, and he was given the go ahead to continue pursuing this. Chief Moore said that was his recollection also.

Chairman Humke asked if the wording in Section 5601.1.6, Exploding Targets, page 19 of the *2012 Northern Nevada Fire Amendments* document, replicated the federal regulations. Fire Marshall Ray said it did not, but replicated how fireworks were regulated in the Fire Code, because the County regulated the manufacture, possession, sale and use of fireworks. She said that language was chosen to be consistent, because exploding targets came under the explosives chapter in the Fire Code.

Chairman Humke said making the mere possession of an item unlawful was a major step. He stated if someone had one of the targets sitting in their house or garage and no fire was started, it would still be considered unlawful. Fire Marshall Ray explained it would not be considered an explosive target until the two separate containers were mixed together. She said having one of the targets sitting in someone's garage after it was mixed would be extremely dangerous. Chairman Humke advised he did not read the statute that way.

Commissioner Hartung said he had a concern with Section 602.1, Automatic Sprinkler Systems, on page 23 of the *2012 Northern Nevada Fire Amendments* document, because he had a number of constituents with developable parcels in a very rural area. He stated the type of flows required for the suppression systems for someone at the top of Calle De La Plata could be a really tall order, especially for a 1,000 foot house. He thought those provisions would be adopted for houses in the 5,000 foot range. He said rather than saying, "... located more than 1,000 feet from an approved water supply...", he would rather it refer to the size of the structure. He stated if someone on Calle De La Plata wanted to put an addition on their home, they would have to retrofit the house with a suppression system. He said that meant they would either not do the addition or they would not get the permits. Fire Marshall Ray stated Section 602.1 dealt with the International Wildland Urban Interface Code on page 23 of the *2012 Northern Nevada Fire Amendments* document, and that condition would come into play in the extreme and high hazard areas. She stated that condition would occur mostly in the Galena and Tahoe Basin, because those areas would have more instances of fire danger. She said for the Spanish Springs and Washoe Valley areas, the new Section 9 requirements would be adhered to, which would only require a residential sprinkler system for homes of 5,000 square feet or greater. Commissioner Hartung said it only referred to the TMFPD. Chairman Humke said some language was

stricken, which referred to the Class 1 ignition resistant construction from Chapter 5. He asked if there was a reference to another definition. Mr. Lipparelli said the proposed local amendments were broken into two pieces, and Part 2 was the proposed amendments to the International Wildland Urban Interface Code. He stated the section Commissioner Hartung referred to involving Section 602.1 applied only to the International Wildland Urban Interface Code. He said as the Fire Marshall was saying, unless someone was in one of the zones where that special Code applied, the proposed local amendment had no relevance.

Fire Marshall Ray said Chapter 5 of the International Wildland Urban Interface Code was adopted by the Washoe County Building Department in the *2012 Northern Nevada Fire Amendments*, which they would start enforcing as of September 1, 2013. She said that meant both Building and Fire would be in compliance with Chapter 5. Commissioner Hartung said he was going off what he read, which was not clearly stated. He said his concern was Fire Marshall Ray was being reasonable, but in the future someone could use it as a way to halt certain types of development. Chief Moore explained the high wildland areas were defined on a map by the State Forester. He stated Fire Marshall Ray did not have the discretion to determine where that was. He said the intent of having a sprinkler system in those areas was to prevent a structure fire from causing a conflagrative fire. He stated the District was not as concerned about that in Washoe Valley or Spanish Springs, because there would not be the likelihood of the fire propagating from the structure, to the trees, and then to the entire subdivision.

Commissioner Hartung discussed an instance of someone being forced to do significant upgrades because adding a small room onto the house pushed him over the threshold, even though the house was not located in the trees. Chief Moore said the existing Code was more restrictive than the proposed Code, because it allowed for less discretion. He said the Code was clearer on when sprinklers were required and when they were not. He stated the proposed Code wanted to put sprinkler systems in every single structure, but it was amended out. He said when a structure exceeded a certain size, it would not have the ability to control a fire if there was no water source available. He said 5,000 square feet was determined to be that threshold and now any residential structure bigger than that must have sprinklers. He stated even with a fire hydrant, it would be unlikely the District could suppress a fire in a structure of 15,000 square feet or more because of its tremendous fire load.

In response to the call for public comment, John Glatthar said the Board should strike the exploding targets section, because there was conflicting information about binary-exploding targets. He said Fire Marshall Ray said the components of an exploding target were incendiary, but the target could only be ignited by a high-velocity bullet, even if the components were mixed together. He stated Tannerite was so safe that a case of the targets could be delivered to someone's home, but the ATF said it could not be transported once it was mixed. He said the federal government allowed people to make up to 50 pounds of explosives per year at home. He said regarding the video the Fire Marshall showed, he asked what else was added to the exploding target. He asked

that because Tannerite was not explosive by itself unless it was combined with something.

Cathy Glatthar believed something incendiary was mixed with the Tannerite in the video shown earlier by Fire Marshall Ray. She said Tannerite was fun and safe, and the following YouTube video, would show that. The video providing some rules regarding the use of Tannerite when shooting could be viewed at: <http://www.youtube.com/watch?v=SvixDxkhUaE>.

Mitch Gerlinger stated Ammonium Nitrate combined with Aluminum powder could only be set off with a high-powered rifle, and not with a torch or anything like that. He said the smoke shown in the video was actually water vapor and Nitrogen Oxide, neither of which was flammable. He discussed what Ammonium Nitrate was generally used for and advised something flammable had to be mixed with it to create fire. He stated the binary-exploding targets were designed to be a safe way to do this sort of thing and they met the ATF requirements.

Jim Monahan, Mustang Range Manager, said they used Tannerite for 10-12 years, and the Lyon County Fire Chief signed off on the Mustang Range's use of Tannerite. He stated Tannerite was not outlawed by the ATF. He said the biggest problem with it was the people who premixed and then transported it. He stated the Mustang Range always carried 10 cases of Tannerite and it was mixed out on the range. He said UPS threw the packages containing Tannerite over the fence during delivery, but there were no holes in the driveway. He said if you wanted to restrict Tannerite, then ban its use in the desert. He stated the Mustang Range did not use Tannerite during the fire season due to an agreement with the BLM and Lyon County. He felt Tannerite was safer than a black-powder rifle, because the wad could start brushfires if it was on fire. He suggested the Board should see the product used or use it themselves before making a decision.

Giovanni Cidranes said he had been using Tannerite since 2000. He stated the ignorance behind the chemistry of binary targets would potentially cause citizens to lose their right to own or possess benign products and would ultimately set a precedent for banning gunpowder, black powder, and the components used to make them. He said Tannerite would not cause a fire when properly used. He encouraged the Board to keep binary targets legal and unrestricted in Washoe County. He said a ban would not prevent fires, because those who mixed the components illegally would do so regardless of the laws and they should be held responsible for any damage they did.

Chairman Humke closed public comment.

Chairman Humke said this was an attempt to ban a product that was active in commerce now, which was more or less the testimony given. He stated Mr. Monahan suggested a good regulatory approach, which would be to limit the use of exploding targets to firing ranges and to seasonal use. Fire Marshall Ray said North Lyon County recently adopted the same amendments; however, the Mustang Range was allowed to

continue operating because permits would be issued. She stated under the Code there was the ability to issue those permits. She said when the video mentioned “explosion” and “detonation,” those were specific definitions in the Fire Code that related to the expansion of gasses and compounds that caused explosions. She stated the Fire Code specifically indicated exploding targets should not be used anywhere where there was a high sensitivity to fires, which was this area. She stated the preferred way to regulate the exploding targets was through the Fire Code and the permitting process for such places as firing ranges, rather than just allowing residents to take them out into areas where the cheatgrass and the bitterbrush were high. She said she had witness statements from the last fire, which indicated the individual shot at the target and a fire started due to a spark; and stated there was nothing else mixed with the target.

Commissioner Hartung called Mr. Monahan back up to complete his statement. Mr. Monahan said Tannerite was not incendiary. He stated what was shown on the Fire Marshall’s video was not Tannerite. He said bales of hay were used on the range as backstops and Tannerite was placed up against them to create a directional explosion. He said the Tannerite did not catch the hay on fire. He stated before Tannerite was on the market, people were shooting at propane canisters. He said that activity dropped off since Tannerite was available, because Tannerite was safer and cheaper. He stated 10 percent of the people would go against the rules and, if Tannerite was outlawed, someone would come up with something else that would be explosive. He said Nevada was wide open and it would not be illegal until they got caught, which was the bottom line. He stated Tannerite was a good product, because it kept the propane bottles and gas cans out of the desert.

Commissioner Berkgigler said she was concerned about the word “possession” and doing a complete ban, which it appeared to be how the ordinance was currently written. She advised some of the correspondence she received talked about interfering with their Second Amendment rights, and she felt the Board did not want to go down that road.

Chairman Humke said the fire service had to deal with mistakes and knuckleheads who did not belong out in the desert unsupervised. He stated it was a sad fact that 10,000 acres could go up quickly, and this had to be taken seriously. He believed there was the possibility of working out a compromise.

Commissioner Hartung asked if staff could be directed to have the Range Master come before the Board to provide an overview and opinion, because he was sure the Range Master had experience with Tannerite.

Commissioner Jung said she understood the slippery slope argument regarding Second Amendment rights, but she did not believe this fell under that argument. She stated there were a lot of laws prohibiting possession in this County, such as the ban on fireworks. She said 10 agencies already approved this and not approving the ordinance would show a lack of truly being committed to regionalization, especially since staff had done all of this work and it was coming down from the State. She said the

person selling the product clearly indicated it should not be used in fire-prone areas, because they did not want the liability to be on their shoulders if a whole forest went up in flames. She believed people had a right to do things, she also believed the Board had the duty as policy makers to prevent such things as fires. She said there had been two of the most tragic fires to ever occur in the area in the last year, and to be nonchalant about something like this was irresponsible. She stated if this ordinance was not adopted and a major fire happened, who did the Board think would be at least morally liable if not fiscally liable. She advised she did not have a problem going forward with the ordinance. She said there had been a workshop a month before the ordinance was introduced where the Chief indicated what his concerns were. She stated then there was the first reading, and now this was the second reading, which was not the time to get into the nuts and bolts of the ordinance. She said she did not understand the delay, and she frankly thought it was insulting to the County's regional partners who already moved forward on it. She stated all of the entities cooperated with their alarm ordinances and so on, because everyone was trying to make this a place where people wanted to bring their business and build their homes. She said not passing this ordinance would let down the majority of the taxpaying citizens.

Nancy Parent, County Clerk, read the title for Ordinance No. 1516, Bill No. 1697.

Commissioner Hartung said he understood the concerns, and he felt the section on exploding targets needed to indicate when and where they were to be banned, opposed to an outright ban. Chairman Humke stated he would vote to have that brought back if the Fire Marshall wanted to amend the ordinance later. He said one possibility was to amend the ordinance to allow the exploding targets only on a range and outside of the fire season. Fire Marshall Ray said there was the ability under the Fire Code to issue permits to regulate the manufacture, possession, and sale of those items. She stated even though the targets would be banned, they could be regulated through the permitting process if the Board chose to move forward and adopt the provision. Commissioner Hartung said he got a burn permit every year, but he would not do any burning now because it was illegal. He stated he could live with language that indicated where and when the exploding targets were permitted. Fire Marshall Ray said that permitting was in the body of the Fire Code, and a permit would be issued based on the requirements set forth in the Fire Code. Commissioner Hartung noted an average citizen could obtain a burn permit, but his issue was about whether or not average people would be able to get a permit to use exploding targets when they did not own and operate a shooting range.

Chairman Humke said he would vote for a compromise if one could be worked out. Fire Marshall Ray replied she would go with the Board's direction.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Commissioner Jung opposed and Commissioner Weber absent, Chairman Humke ordered that Ordinance No. 1516, Bill No. 1697, entitled, **"AN ORDINANCE AMENDING THE WASHOE COUNTY CODE BY REPEALING CHAPTER 60 IN ITS ENTIRETY, AND BY ENACTING A NEW**

CHAPTER 60 CONCERNING FIRE, BUILDINGS, AND WILDLANDS, CONTAINING PROVISIONS OF THE FIRE AND WILDLAND-URBAN INTERFACE INTERNATIONAL CODES, AMENDMENTS TO THE SAME, AND VIOLATIONS, AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO," be adopted as amended, approved and published in accordance with NRS 244.100. The adoption of the ordinance would be without Section 5601.1.6, Exploding Targets, as shown on page 19 of staff report dated July 2, 2013.

13-773 AGENDA ITEM 19 – COMMUNITY SERVICES

Agenda Subject: “Second reading and adoption of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207, approving Amendment of Conditions Case Number AC13-006, amending Development Agreement Case Number DA09-002 for Sun Mesa (Tentative Subdivision Map Case Number TM04-001 that was previously approved by the Washoe County Planning Commission on April 20, 2004), that was subsequently extended under DA09-002 until April 28, 2014 by the Board of County Commissioners. The sole purpose of the Amendment of Conditions is to extend the expiration date of said subdivision map until April 28, 2019. The project is located at the eastern terminus of Fifth Avenue in a portion of Section 20, T20N R20E, MDM, Washoe County, Nevada (APN: 504-460-02). (Bill No.1698)--Community Services. (Commission District 5.)”

7:33 p.m. The Chairman opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance. There being no response, the hearing was closed.

Nancy Parent, County Clerk, read the title for Ordinance No. 1517, Bill No. 1698.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Ordinance No. 1517, Bill No. 1698, entitled, "**ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207, APPROVING AMENDMENT OF CONDITIONS CASE NUMBER AC13-006, AMENDING DEVELOPMENT AGREEMENT CASE NUMBER DA09-002 FOR SUN MESA (TENTATIVE SUBDIVISION MAP CASE NUMBER TM04-001 THAT WAS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON APRIL 20, 2004), THAT WAS SUBSEQUENTLY EXTENDED UNDER DA09-002 UNTIL APRIL 28, 2014 BY THE BOARD OF COUNTY COMMISSIONERS. THE SOLE PURPOSE OF THE AMENDMENT OF CONDITIONS IS TO EXTEND THE EXPIRATION DATE OF SAID SUBDIVISION MAP UNTIL APRIL 28, 2019. THE PROJECT IS LOCATED AT THE EASTERN TERMINUS OF FIFTH AVENUE, WITHIN THE SUN VALLEY PLANNING AREA, IN A PORTION OF SECTION 20, T20N R20E, MDM, WASHOE COUNTY, NEVADA (APN: 504-460-02),**" be adopted, approved and published in accordance with NRS 244.100.

13-774 AGENDA ITEM 23 – PUBLIC COMMENT

Agenda Subject: “Public Comment. Comment heard under this item will be limited to three 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 three minutes per person. Comments are to be made to the Commission as a whole.”

There was no response to the call for public comment.

* * * * * * * * * *

7:37 p.m. There being no further business to discuss, on motion by Commissioner Berkgigler, seconded by Commissioner Jung, which motion duly carried with Commissioner Weber absent, the meeting was adjourned.

DAVID HUMKE, Chairman
Washoe County Commission

ATTEST:

NANCY PARENT, County Clerk and
Clerk of the Board of County Commissioners

*Minutes Prepared by:
Jan Frazzetta, Deputy County Clerk*

INTERGOVERNMENTAL GRANT ADMINISTRATION AGREEMENT

This Agreement, entered into between the Tahoe Resource Conservation DISTRICT (hereinafter "DISTRICT") and Washoe County, Nevada (hereinafter "JURISDICTION") beginning on October 1, 2013.

Section 1

Recitals

- A. The DISTRICT has secured grant funds in the amount of \$750,000 from the United States Department of Agriculture United States Forest Service (herein after "USFS") through the Southern Nevada Public Land Management Act (SNPLMA) to conduct monitoring for compliance with Section IV of the Interlocal Agreement to Implement the Lake Tahoe Total Maximum Daily Load (hereinafter "TMDL Agreement") which is attached hereto as Exhibit A and incorporated herein by reference.
- B. The DISTRICT will manage the funds and perform the monitoring requirements in accordance with Section IV of the TMDL Agreement (hereinafter the "Project").
- C. The DISTRICT has the necessary capabilities and resources to implement and manage the Project as required by the TMDL Agreement.
- D. The JURISDICTION owns the flume, turbidity sensor, and pressure transducer (hereinafter "equipment") installed at the Incline Village Monitoring Site on Incline Village General Improvement District property.
- E. The Parties are public agencies as defined in NRS 277.100(1)(a).
- F. NRS 277.110(2) provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action under the provisions of NRS 277.080 to 277.170, inclusive.
- G. The Parties have agreed to work together in good faith to cooperate in the implementation, review, reporting and monitoring of the Implementers Monitoring Plan (as defined below) as required by the TMDL Agreement.
- H. The JURISDICTION and the DISTRICT wish to document the terms and conditions of the duties associated with these grant funds.
- I. In reliance upon the recitals set forth above, and in consideration of the mutual promises herein exchanged, the JURISDICTION and the DISTRICT agree as set forth below.

13-751

NOW, THEREFORE, the Parties hereby execute and abide by the terms and conditions contained within this Agreement, as follows:

Section 2

The DISTRICT Agrees:

- A. To use funds responsibly to ensure that all tasks associated with grant management and permit and interlocal agreement compliance for the benefit of the Nevada and California Urban Jurisdictions, including Placer County, El Dorado County, the City of South Lake Tahoe, California Department of Transportation, Douglas County, Washoe County and the Nevada Department of Transportation, are completed efficiently and effectively.
- B. To oversee the progress of the Project in accordance with the Project requirements.
- C. To comply with all applicable federal, state, and local laws in administering the grant funds, specifically including the provisions of 2 CFR Part 225 Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87).
- D. To furnish a Contract Administrator, to carry out the duties for the DISTRICT described above.
- E. To facilitate cooperation between the Nevada and California Urban Jurisdictions implementing the Implementers Monitoring Plan to comply with Project requirements collaboratively.
- F. To provide to the JURISDICTION for review, any revisions to the approved Implementers Monitoring Plan, dated March 15, 2013.
- G. To submit to the Nevada Division of Environmental Protection (hereinafter "NDEP") any revisions to the approved Implementers Monitoring Plan.
- H. To conduct the Catchment Scale Runoff Water Quality Monitoring in accordance with Implementers Monitoring Plan.
- I. To conduct Best Management Practice (BMP) Effectiveness Monitoring in accordance with the Implementers Monitoring Plan.
- J. To inspect, maintain and repair the equipment periodically throughout the term of this agreement and communicate with the JURISDICTION if any actual or potential problems or hazards are identified with the equipment.
- K. To provide to JURISDICTION with a copy of Certificate of General Liability Insurance and to maintain that coverage for the duration of the project.
- L. To manage and share data in accordance with Sections IIID of Attachment C of the State of

California Regional Water Quality Control Board Lahontan Region National Pollutant Discharge Elimination System (NPDES) Permit for Storm Water/Urban Runoff Discharges from El Dorado County, Placer County, and the City of South Lake Tahoe Within the Lake Tahoe Hydrologic Unit.

- M. To prepare and submit to JURISDICTION for review, an Annual Stormwater Monitoring Report in accordance with the TMDL Agreement by February 1, 2015 for monitoring conducted during Water Year 2014 (October 1, 2013 – September 30, 2014) and by February 1st each subsequent year of the TMDL Agreement.
- N. To submit to NDEP, an Annual Stormwater Monitoring Report in accordance with the TMDL Agreement by March 15, 2015 for monitoring conducted during Water Year 2014 (October 1, 2013 – September 30, 2014) and by March 15th each subsequent year of the initial TMDL Agreement term.
- O. To coordinate DISTRICT's project activities with the JURISDICTION and provide JURISDICTION with copies of all documentation produced to satisfy the TMDL Agreement.
- P. To keep documentation received and produced on file for reports and future use.

Section 3

The JURISDICTION Agrees:

- A. To cooperate with DISTRICT as reasonably required to carry out the purposes of this Project.
- B. To cooperate with all the Nevada and California Urban Jurisdictions, including Placer County, El Dorado County, the City of South Lake Tahoe, California Department of Transportation, Douglas County, Washoe County and the Nevada Department of Transportation, as reasonably required to carry out the purposes of this Project.
- C. To provide direction for and review of any activities conducted by the DISTRICT for TMDL Agreement compliance, including, but not limited to, quarterly coordination with the DISTRICT.
- D. To provide input and review of any documents resulting from activities conducted by the DISTRICT for TMDL Agreement compliance including, but not limited to:
 - a. Reviewing the Stormwater Monitoring Plan or any revisions to it prepared by the DISTRICT prior to submittal by the DISTRICT to NDEP.
 - b. Reviewing the Annual Reports prior to submittal by District to the NDEP.
- E. To furnish a primary Project Contact, to be responsible for assuring that the duties described in the TMDL Agreement are carried out.
- F. To carry out the duties as described in the TMDL Agreement.

- G. To allow DISTRICT use of the equipment installed at the Incline Village Monitoring Site in such a manner as to allow compliance with all monitoring requirements.

Section 4

It is Mutually Agreed:

- A. The DISTRICT and the JURISDICTION intend to fulfill their obligations stated in this Agreement, but DISTRICT shall be required to fulfill this agreement only if and to the extent that the grant funds are actually provided to the DISTRICT. In the event such grant funds are not provided, or cease to be provided, the DISTRICT will notify the JURISDICTION immediately of this situation.
- B. No compensation shall be made to any parties by another party as a result of this Agreement.
- C. To the fullest extent permitted by law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors or omissions of its own officers, employees and agents.
- F. This Agreement contains all of the agreements and representations of the parties with respect to any matter covered or mentioned in this Agreement. No prior agreements, arrangements or understandings pertaining to such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by each party or each party's successor in interest.
- G. Any provision of this Agreement which proves to be invalid, or illegal, shall in no way affect, impair or invalidate any other provisions of this Agreement, and such other provisions shall remain in full force and effect.
- H. Each party certifies to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the effective date of this Agreement.
- I. This Agreement shall be construed in accordance with the provisions of a court of competent jurisdiction. All parties to this Agreement are knowledgeable concerning such transactions and have fully and fairly negotiated the terms hereof. Therefore, no presumption shall arise from the identity of the drafter.
- J. Any changes to this Agreement shall be made by means of a written modification. Changes dealing with administrative matters (such as in changes of address, etc.) may be made by a unilateral modification. A modification issued solely for funding a Federal Fiscal Year may also

be made unilaterally. Any other changes shall be made by a bilateral modification (signed and mutually agreed upon by both parties).

- K. When entering into an interagency agreement with another party, DISTRICT commits itself to working with the party in a harmonious manner to achieve the objectives of the project successfully. When disagreements over the interpretation, implementation, or terms of the Agreement arise between the parties, they must be resolved according to the following procedures:
 - a. DISTRICT shall attempt first to resolve disagreements with the other party through informal discussion between the DISTRICT Project Manager and the Jurisdiction's Project Director.
 - b. If the disagreement cannot be resolved through informal discussion between these parties, any such disagreement shall be resolved by a court of competent jurisdiction and subject to California Tort Law.
- L. Termination of this Agreement, either for cause or convenience, will be in accordance with the provisions of 43CFR Part 12 Subpart C Section 12.84 "Termination for Convenience" and in accordance with the provisions of the Assistance Agreement.
- M. The term of this Agreement shall be from the last day signed and executed by the duly authorized representatives of the parties to this Agreement and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect until December 5, 2016 or until the end of the Federal Financial Assistance Award of Domestic Grant 13-DG-11051900-001 between Tahoe Resource Conservation District and the USDA, Forest Service Lake Tahoe Basin Management Unit, whichever comes first.
- N. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- O. Each Party agrees to retain or caused to be retained for access by the funding agencies for audit, examinations, excerpts, and transcripts all financial and programmatic records, supporting documents, statistical records, or other records which are required to be maintained under the terms of this Agreement for a period of three (3) years from the date of submittal of the final invoice.

Section 6

Notice provision for the DISTRICT/JURISDICTION

All notices required to be given under this Agreement shall be sent first class mail, return receipt requested to the following:

For DISTRICT

Kim Boyd
Program Manager
Tahoe Resource Conservation District
870 Emerald Bay Road
South Lake Tahoe, CA 96150
E-mail: kboyd@tahoercd.org

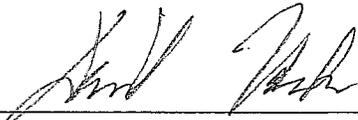
For Jurisdiction, Technical Matters

Kristine R. Klein, Senior Licensed Engineer
Washoe County Community Services Dept
Engineering & Capital Projects Division
PO Box 11130
Reno, NV 89520
E-mail: kklein@washoecounty.us

For Jurisdiction, Contractual Matters

Peter Simeoni
Deputy District Attorney
Civil Division
One South Sierra Street
PO Box 11130
Reno, NV 89520
E-mail: psimeoni@da.washoecounty.us

JURISDICTION

BY: 

David Humke, Chairman
Washoe County Commission

DATED: 8-27-13

TAHOE RESOURCE CONSERVATION DISTRICT

BY: _____
Robert Anderson, President
Tahoe Resource Conservation DISTRICT
Board of Directors

DATED: _____

ATTEST: _____
Holly Nattress, Administrative Services Coordinator

THIRD AMENDMENT TO INTERLOCAL AGREEMENT

The INTERLOCAL AGREEMENT (the "Agreement"), dated May 20, 2010, entered into among the Western Regional Water Commission (the "Commission"), the Truckee Meadows Water Authority ("TMWA"), and Washoe County (the "County"), is hereby amended by adding the following second paragraph to subsection 2.6:

At a regular meeting on December 12, 2012, the TMWWA Board directed staff to begin discussions with the South Truckee Meadows General Improvement District ("STMGID") regarding the possibility of STMGID's merging directly into TMWA concurrently with the integration/consolidation of TMWA and DWR. **The following subsection is hereby added to the Agreement:**

2.12 Both TMWA and the County have requested the Commission to reimburse them for Reimbursable Expenses, as defined in subsection 2.9 above, in a collective amount not to exceed \$300,000 for the 2013/2014 fiscal year. The Commission has agreed to do so, upon the following terms and conditions.

The following subsections are hereby amended to provide as follows:

3.1.2 During the 2010/2011, 2011/2012, 2012/2013, and 2013/2014 fiscal years, TMWA and the County will, prior to either Party's entering into any contract in excess of \$25,000 for which either Party intends to claim Reimbursable Expenses and prior to either Party's making any payment on any existing contract which would exceed a cumulative amount in excess of \$25,000 for which either Party intends to claim Reimbursable Expenses, TMWA and the County shall jointly seek and obtain prior approval and authorization from the Commission. If prior approval and authorization is not practicable due to scheduling constraints, any such contract shall be presented to the Commission as soon as possible for ratification, and confirmation of contract payments as eligible Reimbursable Expenses.

13-152

3.1.3 During the 2010/2011, 2011/2012, 2012/2013, and 2013/2014 fiscal years, TMWA and the County shall, within thirty (30) days of the end of each quarter, jointly submit an itemized invoice, with detailed supporting documentation, to the Commission's contract administrator, for their respective requested Reimbursable Expenses for the preceding quarter. The jointly submitted itemized invoice shall be agreed upon between and signed by TMWA's General Manager and the County's Director of DWR.

3.2.3 The total amount of invoices paid from the Regional Water Management Fund pursuant to the terms of this Agreement shall not exceed the sum of \$300,000 for the 2009/2010 fiscal year, \$250,000 for the 2010/2011 fiscal year, \$300,000 for the 2011/2012 fiscal year, \$300,000 for the 2012/2013 fiscal year, and \$300,000 for the 2013/2014 fiscal year.

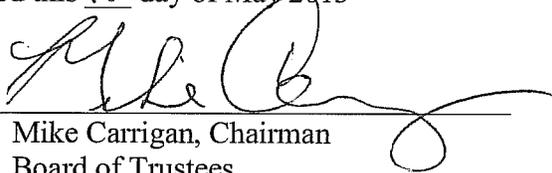
The Agreement as amended to include the revisions set forth above is incorporated herein by reference, and all other terms and conditions of the Agreement shall remain in full force and effect.

This Amendment is effective July 1, 2013, regardless of the dates of execution by the Parties ("Effective Date"), except Reimbursable Expenses incurred by TMWA in the 2012/2013 fiscal year, and related to the second paragraph of subsection 2.6, shall be reimbursable from the not to exceed sum of \$300,000 for the 2012/2013 fiscal year.

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

Western Regional Water Commission

Dated this 16th day of May 2013

By 
Mike Carrigan, Chairman
Board of Trustees

Truckee Meadows Water Authority

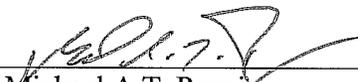
Dated this 24th June day of May 2013 ~~2013~~

By 
Mark Foree, General Manager

APPROVED AS TO FORM:
Rhodes Law Offices, Ltd.

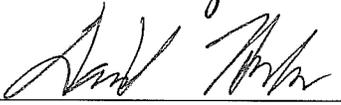
By 
John B. Rhodes
Commission Legal Counsel

APPROVED AS TO FORM:

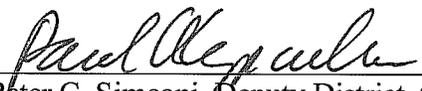

Michael A.T. Pagni
McDonald Carano Wilson LLP
TMWA Legal Counsel

Washoe County

Dated this 27th day of August 2013

By 
David Humke, Chairman
Board of Commissioners

APPROVED AS TO FORM:


Peter C. Simeoni, Deputy District Attorney
Paul Lipparelli

**RESOLUTION ON SUBGRANTS OF
STATE EMERGENCY RESPONSE COMMISSION GRANT**

WHEREAS, Washoe County is a member of the Local Emergency Planning Committee (LEPC) and has been awarded a grant from the State Emergency Response Commission (SERC) in the amount of \$30,000.00 in support of equipment and training for preparedness to combat terrorism; and

WHEREAS, under this grant Washoe County is both a recipient and a fiscal agent for other local government entities and nonprofit organizations, which are subgrantees as members of LEPC; and

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

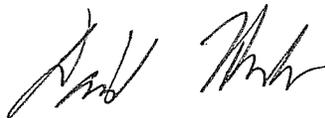
WHEREAS, Washoe County as fiscal agent for the other government entities or nonprofit organizations that are members of LEPC, desires to pass through some of these grant funds and grant assurances as listed below for the amounts and uses stated below.

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

13-755

WCSD	\$5,602.00	Ballistic Shield/Assault Shields & Training
UNR Police	\$7,044.00	Crime Data Software
WCSD	\$5,021.00	Gas Detector's & Accessories
REMSA	\$2,634.17	Saratoga Hammer Suits'
Hazmat TRIAD Team	\$9,698.83	Equipment for WMD Response

ADOPTED this 27th day of August, 2013.



David Humke, Chairman
Washoe County Commission

ATTEST:



Nancy L. Raut
Washoe County Clerk

STATE OF NEVADA
STATE EMERGENCY RESPONSE COMMISSION

Grant Award

SUBGRANTEE: Washoe County Local Emergency Planning Committee ADDRESS: 5195 Spectrum Blvd Reno NV 89512 PROJECT TITLE: UWS GRANT Funds provided by: State of Nevada Tax ID: 88-6000022 No CFDA #	GRANT NO.: 14-UWS-16-01 TOTAL AWARD: \$30,000 GRANT PERIOD: 07/11/13 to 06/30/14
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APPROVED BUDGET FOR PROJECT

CATEGORY	AMOUNT
Supplies:	\$0
Planning:	\$0
Training:	\$2,002
Equipment:	\$27,998
Training on use of ballistic shields Ballistic shields; Public Engines/Crime Data Software; gas detectors; calibration gas; sampling hose; regulators; remote sampling pump; calibration cradle; Saratoga Hammer suits; drum bung/plug wrench; drain seals; wagon truck; scoop shovel; square point shovel; drum upender; traffic cones; step stools; binoculars; universal leak control kit; pipe patching kits; chemical agent detection kits; sampler dipper; 2-line decontamination tent; folding hand truck.	
TOTAL GRANT AMOUNT	\$30,000

This award is subject to the requirements established by the State of Nevada, and the State Emergency Response Commission (SERC) including the Certified Assurances attached to the grant application and the Special Condition attached hereto.

Any changes to the budget categories must have approval by the SERC office prior to implementation.

APPROVAL Karen J. Pabón, Executive Director Name and Title of Authorized Official	SUBGRANTEE ACCEPTANCE Tracy Moore, Chair Name and Title of Appointing Official
Signature of Approving Official	Signature of Authorized Official
Date	Date

x Karen J. Pabón 7-15-13 x *T. Moore* 7-30-13

**INTERLOCAL AGREEMENT BETWEEN WASHOE COUNTY
AND THE
WASHOE COUNTY SCHOOL DISTRICT**

Page 1 of 3

This Interlocal Agreement is made and entered into this 27th day of August, 2013 by and between Washoe County (hereafter "County"), a political subdivision of the State of Nevada and the Washoe County School District (hereafter "WCSD").

WITNESSETH

WHEREAS, Nevada Revised Statute (NRS) 277.180 authorized any one or more public agencies to contract with one another 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, both parties desire to obtain peer review services for their respective internal audit shops for quality assurance, and;

WHEREAS, both parties desire to exchange peer review services that will be performed by their internal audit staff;

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

1. Services: Unless otherwise provided, and/or amended by written agreement of the parties hereto, the County's Internal Audit Division will conduct a peer review of audits issued by the Chief of the WCSD Internal Audit Department. Likewise, the WCSD Chief will conduct a peer review of audits by the County Internal Audit Division. In each of these instances, peer review will be conducted following industry accepted guidelines. The objectives of the review will be to determine whether during the period, the audit reports issued follow accepted industry practices.

During the course of the review, the reviewer will have access to policies and procedures, audit and attestation reports, supporting work papers, documents relating to non-audit services, and any other reports, correspondence, files, and documents deemed pertinent by both parties.

2. Reporting: The reviewer will prepare a summary report stating their findings and recommendations. The report will be issued no later than two months subsequent to the end of the review.

13-756

**INTERLOCAL AGREEMENT BETWEEN WASHOE COUNTY
AND THE
WASHOE COUNTY SCHOOL DISTRICT**

Page 2 of 3

3. **Term:** This Agreement shall be in effect for a period of 5 years from July 1, 2013 to June 30, 2018. This Agreement shall become effective once approved by appropriate official action of the governing body of each party.
4. **Confidential Treatment of Information:** Both parties shall preserve in strict confidence any information obtained with the performance of this Agreement.
5. **Modification:** This Agreement may be modified or amended at any time there is a need, provided both parties agree to the amendment(s) in writing. Any amendment is subject to approval by the governing bodies of the parties as a condition precedent to its entry into force. Neither party may assign this Agreement without the express written consent of the other party.
6. **Termination:** Either party may terminate this Agreement by giving the other party written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 30 calendar days from the date of the mailing notice.
7. **Indemnification:** The County and WCSD agree to hold harmless, indemnify and defend each other, their officers, agents, and employees from any loss or liability, financial or otherwise, resulting from any claim, demand, suite, action or cause of action based upon bodily injury, including death or property damage, caused by any action either direct or passive, the omission, failure to act, or negligence on the part of the County or the WCSD, their respective officers, agents, and employees arising out of the performance of work under this Agreement.

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

8. **Renewal:** This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, and the services to be exchanged.

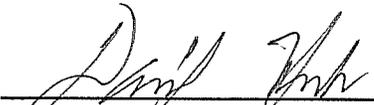
**INTERLOCAL AGREEMENT BETWEEN WASHOE COUNTY
AND THE
WASHOE COUNTY SCHOOL DISTRICT**

Page 3 of 3

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

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

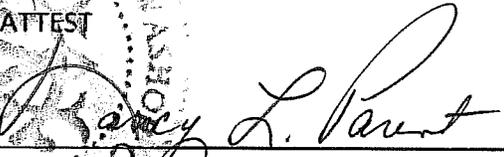
WASHOE COUNTY



David Humke, Chairman
Washoe County Commission

Date 8-27-13

ATTEST



Nancy L. Parent
Washoe County Clerk

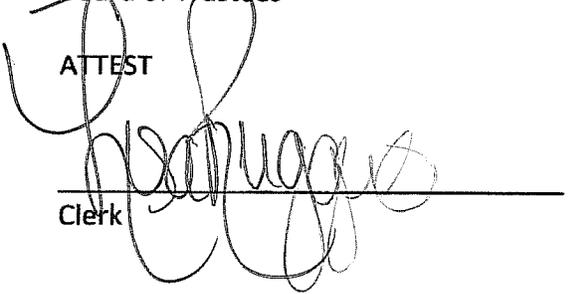
Date 8-27-13

WASHOE COUNTY SCHOOL DISTRICT



Barbara Clark, President
Board of Trustees

Date 8-6-2013

ATTEST


Clerk

Date 8-6-2013

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

**Department of Public Safety, Office of the Director
555 Wright Way
Carson City, NV 89711
775-684-4698**

And

**Washoe County Sheriff's Office – Forensic Science Division
911 Parr Blvd.
Reno, NV 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 the **WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION** hereinafter set forth are both necessary to the **DEPARTMENT OF PUBLIC SAFETY – OFFICE OF THE DIRECTOR** 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, 2013** to **June 30, 2017**, 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 State and/or federal 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.

13-762

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 – DNA Testing for the Division of Parole and Probation

ATTACHMENT BB: SCOPE OF WORK – Forensic Analysis

EXHIBIT A: Full Services Provided Under the Forensic Science Division Contract

ATTACHMENT CC: SCOPE OF WORK – Toxicology Laboratory Analysis

7. CONSIDERATION. WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION agrees to provide services as set forth in the following attachments:

A) Attachment AA – SCOPE OF WORK-DNA Testing. Parole and Probation will remit the total amount actually collected from the Parole and Probation client, up to the sum of one hundred fifty dollars and no cents (\$150.00), for each DNA test performed. The fee for the DNA test is to be collected from the client by Parole and Probation. The total amount for DNA Testing services shall not exceed sixty thousand dollars and no cents (\$60,000.00) with installments payable upon receipt of invoice.

B) Attachment BB – SCOPE OF WORK-Forensic Analysis at a cost of not more than two hundred thirty-three thousand nine hundred fifty-four dollars and no cents (\$233,954.00) for state fiscal year 2014; two hundred forty-five thousand six hundred fifty-two dollars and no cents (\$245,652.00) for state fiscal years 2015, 2016 and 2017. The total amount for Forensic Analysis services shall not exceed nine hundred seventy thousand nine hundred ten dollars and no cents (\$970,910.00), with the installments payable quarterly upon receipt of invoice.

C) Attachment CC – SCOPE OF WORK-Toxicology Testing at a cost of not more than four hundred eighty thousand dollars and no cents (\$480,000.00), with the installments payable monthly upon receipt of invoice.

The total contract amount for the services specified in this Contract shall not exceed one million five hundred ten thousand nine hundred ten dollars and no cents (\$1,510,910.00). Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

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

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such

records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This space left blank intentionally.

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

Washoe County Sheriff's Office

Michael Haley
Washoe County Sheriff's Office

8/13/13
Date

Washoe County

By: And [Signature]
Chairman, Washoe County Board of County Commissioners

8-27-13
Date

ATTEST:

Dancy L. Paust
Washoe County Clerk

Nevada Department of Public Safety

Director, Department of Public Safety

Date

Mark Teska, Administrative Services Officer, Department of Public Safety

Date

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On _____
(Date)

Deputy Attorney General for Attorney General, State of Nevada

On _____
(Date)

**ATTACHMENT AA
SCOPE OF WORK
DNA TESTING**

**DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PAROLE AND PROBATION (P&P)
AND
WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION**

Parole and Probation:

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

Washoe County Sheriff's Office Forensic Lab:

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

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

For the State of Nevada, Department of Public Safety:

Contracts Manager
Department of Public Safety, Director's Office
555 Wright Way
Carson City, NV 89711-0200
(775) 684-4698

For the Washoe County Sheriff's Office:

Director of Lab Services, Forensic Laboratory
Washoe County Sheriff's Office, Forensic Science Division
911 Parr Blvd.
Reno, NV 89512
(775) 328-2810

**ATTACHMENT BB
SCOPE OF WORK**

FORENSIC ANALYSIS

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

1. Washoe County Sheriff's Office, 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 Office, Forensic Science Division further agrees to provide the submitting Department/Division/Agency with reports of examination on each case.
5. Washoe County Sheriff's Office, 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 Office Forensic Science Division, shall not assign, transfer, or 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 Office, Forensic Science Division, shall remain under the direction and control of the Washoe County Sheriff's Office, 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 the State of Nevada, Department of Public Safety:

Contracts Manager
Department of Public Safety, Director's Office
555 Wright Way
Carson City, NV 89711-0200
(775) 684-4698

For the Washoe County Sheriff's Office, Forensic Science Division:

Renee Romero, Laboratory Director
Washoe County Sheriff's Office
Forensic Science Division
911 Parr Blvd.
Reno, NV 89512-1000

Trish Beckman, Administrative Secretary
Washoe county Sheriff's Office
Forensic Science Division
911 Parr Blvd.
Reno, NV 89512-1000

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Arson (Ignitable Liquids)

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

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 \$250.00 per hour

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 exist as approved by the Laboratory Director.
- Analysis of non-controlled substances
- Trace evidence analysis: fibers, glass, paint, hair, chemical unknowns, physical match 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.

ATTACHMENT CC
SCOPE OF WORK
TOXICOLOGY LABORATORY ANALYSIS

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. NRS 484C.110 thru NRS 484C.190 requires laboratory testing in several categories. The current toxicology testing capability includes the following:

- Ethanol
- Methanol
- Isopropanol
- Acetone
- 11-nor-9-carboxy-delta 9 THC (marijuana metabolite)
- delta-9-THA (active component of marijuana)
- 3,4 methylenedioxyamphetamine (MDA)
- 3,4 methylenedioxymethamphetamine (MDMA or Ecstasy)
- 6-acetylmorphine (metabolite of heroin)
- 7-aminoclonazepam (clonazepam metabolite)
- alphahydroxyalprazolam
- alprazolam
- amphetamine
- benzoylecgonine (cocaine metabolite)
- butalbital
- carisoprodol
- clonazepam
- cocaine
- codeine
- diazepam
- fentanyl
- hydrocodone
- hydromorphone
- lorazepam
- meprobamate
- methadone
- methamphetamine
- midazolam
- morphine
- nordiazepam
- oxazepam
- oxycodone
- oxymorphone
- phenobarbital
- temazepam
- zolpidem

OUTSIDE LABORATORY TESTING:

Additional testing beyond the services offered by the Forensic Science Division can be forwarded to National Medical Services (NMS) Labs - Willow Grove, PA for analysis and expert witness testimony. Additional fees may apply.

TESTING PROTOCOLS:

The following protocols are used to determine what testing will be performed:

1. When an alcohol result of 0.090 g/100mL or higher is detected in non-felony cases, no additional testing for drugs will be performed unless specifically requested by the prosecuting attorney.
2. When drug testing results in a per se violation no additional testing for non-per se drugs will be performed unless specifically requested by the prosecuting attorney.
3. If both blood and urine samples are submitted and blood testing results in a per se violation or detection of a drug level that would affect driving, the urine sample will not be tested. No further testing will be performed unless requested by the prosecuting attorney.

Samples will be stored for up to 13 months unless requested in writing by the Attorney General/Records where they will be retained for four (4) years.

The testing results for blood alcohol or urine alcohol screens will 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 two weeks to two months after receipt to the lab. In extreme cases, it could take longer depending on circumstances.

The results will be in writing with the signature of the criminalist on each document. The results must be submitted on a form that meets Nevada statutory and regulatory requirements for admissibility as evidence.

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 monthly invoices to DPS. Invoices 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.

FEES:

<u>ASSAY</u>	<u>PRICING</u>
Blood Alcohol/Volatiles	\$50
Blood Drug Screen	\$100
Blood Panel 2	\$100
Urine Drug Screen	\$100
Urine Panel 2	\$100

NOTE: Drug Screens include: Screening for Major Drugs of Abuse as well as quantifications and confirmations.

Phlebotomist Fees	\$25
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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.

Sample Received/Test Cancelled*	\$25
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NOTE: A minimum charge of \$25 for document processing, evidence handling and storage will be billed for any Blood or Urine kit submitted to the lab.

Drug Facilitated Sexual Assault Testing	\$400
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NOTE: The Forensic Science Division is no longer processing drug facilitated sexual assault cases. The samples in this type of case can be sent directly to a private laboratory, or the toxicology section can send them to the laboratory that we use for outside testing on your behalf. If you choose to have the Forensic Science Division send the sample out on your behalf, submit the sample as usual and document your request to send the sample to a private laboratory. You will be billed for the cost of the test with your monthly invoice. The cost billed to your agency for a Drug Facilitated Sexual Assault panel would be \$400.00, which includes shipping and administrative costs.