

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

TUESDAY

10:00 A.M.

APRIL 11, 2017

PRESENT:

Bob Lucey, Chair
Marsha Berkbigler, Vice Chair
Kitty Jung, Commissioner
Vaughn Hartung, Commissioner
Jeanne Herman, Commissioner

Nancy Parent, County Clerk
John Slaughter, County Manager
Paul Lipparelli, Legal Counsel

The Washoe County Board of Commissioners convened at 10:00 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

17-0255 AGENDA ITEM 3 Public Comment.

Mr. William Puchert provided a handout, which was placed on file with the Clerk. He spoke regarding a Stop Activity Order that was issued by the Code Enforcement Department regarding an illegal sign. He displayed a post from Mountain View Cemetery's Facebook page which denied responsibility for the sign, yet indicated any proceeds would go to charity. He stated on Thursday, April 13th at 9:00 a.m. a hearing would be held on the matter of Strict Scrutiny Media, the company who installed the sign, versus the City of Reno. He explained the hearing would address two other illegal signs within the City of Reno's jurisdiction and not the sign behind his home because it was located in unincorporated Washoe County. He respectfully requested the Board to file an amicus brief on his behalf to expedite the process to have the sign removed. He stated the responsible parties were the same and the County would have the same legal goal as the City of Reno. He referenced a statement from KOLO-TV News that perpetrators of the illegal signs had a record of suing municipalities to discourage billboard and sign ordinances, and collecting damages at taxpayers' expense. He said currently, neither Strict Scrutiny Media, also known as Alan and Jeff Herson; Mountain View Cemetery, whose property the illegal signs were on; or the Odd Fellows Reno Lodge #14, who owned the cemetery and were named in the case. The signs were illegal and he asked the Board to help enforce the law.

Ms. Carol Mansfield stated the four sign poles were installed during the night illegally and without permits. She indicated she lived in the City of Reno but the subject sign poles were on County land. She asked the Board to help the residents in the

area with the illegal sign issue. She indicated she spoke with someone at Mountain View Cemetery and she was told no one knew why the poles were there and they would not act upon the issue. She stated the sign poles were located within the drainage area of the Highland Ditch and she was concerned that someone would attempt to pull or push the sign over. She noted there was a significant amount of mud in that area and it could be dangerous. She said she did not know the type of sign that would be on the poles but was concerned it would be a distraction to drivers. She wanted the County to assist with the issue and put an end to the illegal signs.

Ms. Tammy Holt-Still provided a handout, which was placed on file with the Clerk. She spoke regarding Agenda Item 5I and noted the costs were unclear regarding the Lemmon Valley flood damage. She said this was her fourth request for full disclosure of the expenditures by the County for the Lemmon Valley flooding. She stated she had not received the requested information related to Governor Brian Sandoval's request to President Trump regarding inflow into Swan Lake. She noted the Stead Sewer Plant fed into Swan Lake and she wanted to know why a City of Reno facility would flow into a County lake. She said there was concern regarding effluent water in the Sky Vista area. She spoke regarding Assembly Bill (AB) 39 and wanted the support from the Board to stop. She stated she would attend the Commission meetings until the County took fiduciary responsibility.

Mr. Danny Cleous from Lemmon Valley read an article from the Washoe County's Flood Awareness brochure that stated the causes of flooding. The article explained: the most common times for flooding were December through March; larger floods resulted from heavier rains over the course of several days; and when the soil was saturated from previous storms. He said the water runoff from storms caused increased water in the low-lying areas of Lemmon Valley. He thought there was a need for change and it was time for a new County Commissioner, County Manager and Sheriff.

Mr. Sam Dehne spoke about the lighting in the Chambers. He hoped Storey County Sheriff Gerald Antinoro would receive an honest vote recount and would remain in his position. He wondered why the *Reno Gazette Journal* did not have to obey the Open Meetings Laws.

Chair Lucey requested a moment of silence for Ted Short (former County Commissioner of District 2 from 1999 to 2003) who passed away on April 3rd.

17-0256 **AGENDA ITEM 4** Announcements/Reports.

County Manager John Slaughter requested the removal of Agenda Items 5C and 10. He noted Agenda Item 5C was an appointment to the Truckee River Fund Advisory Committee and it would be brought back to a future meeting with a list of all the applicants.

Commissioner Herman said it was agreed to allow homeowners with less than 5,000 square feet to be exempt from installing home fire sprinkler systems. She

stated a constituent called her because he had a 1,300 square foot house and he was being required to install sprinklers. She said District 5 wanted to express thanks to the Board and staff that helped with relief with the flood problems. She handed out some farm fresh eggs from a constituent.

Commissioner Berkbigler thanked Commissioner Herman for the eggs.

Commissioner Hartung asked whether the County could assist with the illegal sign issue at Mountain View Cemetery.

Paul Lipparelli said he would research the situation and provide a response to Commissioner Hartung.

Commissioner Hartung asked to have an Agenda Item on an upcoming meeting to articulate a more active role for him on the Truckee Meadows Regional Planning Governing Board. He asked for a \$2,500 expenditure for a young person named Adylenn Trimble to start a grant process called the Youth Engaged in Service (YES) Grant. He explained Ms. Trimble was eight years old and in the second grade. He said in September of 2016 she applied for a \$500 grant from Disney. Prior to receiving the grant from Disney, she collected over 3,200 books and a number of coats. In January 2017, she coordinated a warm clothes drive with other students at Spanish Springs Elementary School. He said, in total, Ms. Trimble collected 3,274 books and donated them to the Kids Kottage; Sun Valley Elementary School; Step 2 Family Counselling Center; Libby Booth Elementary School; the Children's Cabinet, the Women and Children's Center for the Sierra; Renown Hospital Pediatrics; St. Mary's Hospital Pediatrics; a daughter of a dignitary visiting from China; the Boys and Girls Club; Fallon Youth Club; Books of Africa; Sierra Association of Foster Families; Volunteers of America Family Shelter; Washoe County Social Services; and various schools in western Nevada. He stated he asked her to attend the next meeting. He wanted to award her \$2,500 for the YES Grant and said he asked her to make a list of what she wanted to do with the money. He said she wanted to give donations to the Children's Cabinet, the Kid's Cottage, the Food Bank of Northern Nevada, Renown Hospital, St. Mary's Hospital, Spanish Springs Library, Washoe County School District, and Spanish Springs Elementary School for a classroom in need of adaptive Physical Education equipment for a student with Cerebral Palsy. He asked to have more than two-hours of staff time to establish the YES Grant program. He said he had talked with many outside donors who would put money into the program and he hoped it could create something that was self-sustaining.

Commissioner Jung stated she went with Community Services Director Dave Solaro to meet with a constituent in Sun Valley to inspect the ditches the County was responsible for maintaining. She said because of the Federal Emergency Management Agency (FEMA) grant money that came through, she wanted the Board and the County to be aware it would be about 18 months for the ditches within the County to be repaired. She noted the inspectors were prioritizing them based on condition. She said if someone was concerned about a ditch and who maintained it to call the County. If it was a County maintained ditch, it would be maintained within the next 18 months. She

congratulated the Veterans of Foreign Wars (VFW) Post 9211 who were celebrating their 75th anniversary. She thanked Nat Carasali and Stephen Ascuaga from the Peppermill Hotel and Casino who donated a sheet cake to feed 100 people. She said she was a lifetime auxiliary member, her Mother was the secretary, and her father was the chaplain of the VFW 9211 post.

Commissioner Berkbigler said she received a request from a constituent, Jane Lion, regarding the Yucca Mountain Application Review Process, which had been approved by Nye and several other Counties. The letter requested Washoe County to draft a resolution. She provided the letter, which was placed on file with the Clerk. She asked the County Manager if this was something that should be brought to the Board. Next, she said she understood there was an opening on the Open Space and Regional Parks Committee and noted a request for resignation was received along with a request to fill the position. She thought the opening was Commissioner Jung's seat and asked for clarification. Then she said she met with Management Analyst Sarah Tone and Management Services Director Al Rogers regarding the illegal sign posts in the northwest. She indicated they were ugly, rusted and needed to be removed. She understood the County was working with the City of Reno and Commissioner Hartung had questioned whether there was a way to legally to have them removed. She indicated they could be seen from both sides of the highway and they were eyesores.

Chair Lucey talked about former Commissioner Ted Short. He stated during Mr. Short's tenure on the Commission, he was influential in District 2 and with planning issues. He said he played a pivotal part in the placement of Damonte Ranch High School. He indicated when there was contention regarding the placement Mr. Short stood up for his position. He said sometimes people needed to look at the bigger picture and take a bigger stance on certain issues. He was a wonderful Commissioner, a strong-willed individual and stood for the rights of the County and the community. He stated currently Damonte Ranch was a wonderful community and had been very beneficial for the City of Reno based upon some of Mr. Short's foresight. He said his thoughts and prayers were with the family in this difficult time. He then stated April was Child Abuse Prevention Month and he was pleased to see Manager Slaughter wearing a blue pinwheel lapel pin. He stated the District Attorney's Office went to Carson City and placed pinwheels in the lawn at the State Legislature building, which represented child advocacy and child abuse prevention. He said this was a difficult issue and he wanted to continue to support the District Attorney's Office and judicial system as the County continued to combat child abuse in our area. He stated he was in support of Commissioner Hartung's request for the YES grant. He noted at times, solutions to issues such as child abuse came from children when they were given the opportunity to become community leaders at a young age. He asked the Board to support Commissioner Hartung and the YES grant. Next, he wanted Pretrial Services Program Director Heather Condon to provide the Board with a presentation related to the progress of the pretrial risk assessment project. He then asked for a proclamation for the National Council of Juvenile and Family Court Judges (NCJFCJ). He said their Chief Executive Officer reached out to him with a request for a proclamation.

Commissioner Hartung said he wanted to acknowledge Adylenn Trimble at the next meeting with a proclamation and said she was going to be an Honorary Commissioner for the day.

CONSENT AGENDA ITEMS – 5A, 5B and 5D THROUGH 5I

County Manager John Slaughter noted Agenda Item 5C had been removed from the agenda.

- 17-0257** **5A** Acknowledge receipt of the communications and reports received by the Clerk on behalf of the Board of County Commissioners. Clerk. (All Commission Districts.)
- 17-0258** **5B** Approve a Resolution calling a public hearing (to be set for May 9, 2017) on the amendment of the boundaries of District No. 24 (Groundwater Remediation/Central Truckee Meadows Remediation District) in Washoe County, Nevada; providing for a notice of hearing, and providing other matters properly related thereto. Community Services. (All Commission Districts.)
- 17-0259** **5D** Approve acceptance of supplemental funding for second and third year funding of a grant award [\$2,857.35, no match required] from the Las Vegas Metropolitan Police Department on Behalf Of The Washoe County Sheriff's Office for reimbursement of expenses associated with Internet Crimes Against Children investigations for the retroactive grant period of 10/1/14 through 6/30/17, and if approved, direct Comptroller's Office to make the necessary budget amendments. Sheriff. (All Commission Districts.)
- 17-0260** **5E** Approve the Independent Contractor Agreement for Services between Martin-Ross Security Services and Washoe County Sheriff's Office to provide inmate transport to hospital and guard services for an estimated 6-month cost of [\$20,000.00] for the retroactive period of January 25, 2017 to June 30, 2017, and if approved, authorize Comptroller's Office to make the necessary budget amendments. Sheriff. (All Commission Districts.)
- 17-0261** **5F** Approve Sheriff's Security Agreement between the Lake Tahoe Visitors Authority/Local Organizing Committee and the County of Washoe on behalf of Washoe County Sheriff's Office to provide traffic control assistance for the AMGEN Pro Women's Bicycle Race [costs to be reimbursed by LTVA] on May 11, 2017 within Incline Village, Washoe County, Nevada. Sheriff. (Commission District 1.)
- 17-0262** **5G** Accept funding for reimbursement [\$17,415.00, no County match required] from the Office of Criminal Justice Assistance through the Sparks Police Department for reimbursement of overtime costs associated

with the Regional Sex Offender Task Force activities involving the Adam Walsh Compliance project for the retroactive grant period of 10/1/16 - 9/30/17; and authorize Comptroller's Office to make the necessary budget amendments. Sheriff. (All Commission Districts.)

17-0263 **5H** Approve a two year Interlocal Contract between Washoe County and the State of Nevada acting by and through the Nevada Division of Forestry Department of Conservation and Natural Resources [in the amount of \$50,000 per fiscal year, not to exceed \$100,000] for the purpose of resources, equipment and financial assistance in the mitigation of emergency fire incidents; and authorize the Chair to sign the interlocal contract. Manager. (Commission District 5.)

17-0264 **5I** Approval of Notices of Intent to request funding from the State of Nevada Disaster Relief Account, for damages incurred to public infrastructure and costs associated with the January 6, 2017 and February 23, 2017 declared flooding disasters. Manager. (All Commission Districts.)

There was no public comment on the Consent Agenda Items listed above.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Consent Agenda Items 5A, 5B and 5D through 5I be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 5A, 5B, and 5D through 5I are attached hereto and made a part of the minutes thereof.

BLOCK VOTE – 8, 9, 11, 12 and 13

17-0265 **AGENDA ITEM 8** Recommendation to accept a Notice of Sub-Grant Award in the amount of [\$518,349; no County match] from the State of Nevada Division of Public and Behavioral Health (DPBH) retroactive from March 1, 2017 through February 28, 2019, to provide crisis and jail diversion services through a Mobile Outreach Safety Team (MOST Team) to individuals with a mental health condition who have come into contact with law enforcement; and authorize the creation of 2.0 FTE Mental Health Counselor II positions funded 100% by the DPBH grant MOST grant award; direct the Human Resources Department to make the necessary staffing adjustments subject to the approval of the Job Evaluation Committee; authorize the Department to execute the award; and, direct the Comptroller's Office to make the necessary budget amendments. Social Services. (All Commission Districts.)

On the call for public comment, Cathy Brandhorst spoke about matters of concern to herself.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8 be accepted, authorized and directed.

17-0266 **AGENDA ITEM 9** Recommendation to approve a one year extension of the Investment Management Services agreement between Washoe County and PFM Asset Management LLC and Hobbs, Ong and Associates, Inc., and to authorize future renewal options to be executed by the Treasurer upon approval of the Washoe County Investment Committee. The estimated annual cost is [\$315,000] which is allocated among the funds and agencies who participate in the Washoe County Investment Pool. Treasurer. (All Commission Districts.)

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 9 be approved and authorized.

17-0267 **AGENDA ITEM 11** Recommendation to award Washoe County Bid No. 3012-17 for Harley Davidson Police Motorcycles to Chester's Reno Harley-Davidson for the purchase of nine replacement motorcycles on behalf of the Equipment Services Division of the Community Services Department and the Washoe County Sheriff's Office, [net amount \$253,350] including options and accessories. Comptroller. (All Commission Districts.)

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 11 be awarded.

17-0268 **AGENDA ITEM 12** Recommendation to approve the Interlocal Contract between Public Agencies: the Washoe County Sheriff's Office Forensic Science Division and the State of Nevada, Department of Public Safety, Office of the Director for Forensic Services including Forensic analysis, DNA testing for Parole and Probation and Toxicology Laboratory analysis for the term of July 1, 2017 through June 30, 2021 with an income not to exceed [\$1,873,144.00] for FY 2018 through 2021. Sheriff (All Commission Districts.)

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 12 be approved. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

17-0269 **AGENDA ITEM 13** Recommendation to approve the Interlocal Contract between Public Agencies: the Washoe County Sheriff's Office Forensic Science Division and the State of Nevada, Department of Public Safety, Office of the Director for Forensic Services - Breath Alcohol Program for the term of July 1, 2017 through June 30, 2021 with an income of [\$355,486; \$373,260; \$391,923; and \$411,519] for FY 2018; 2019; 2020; and FY 2021, respectively. Sheriff. (All Commission Districts.)

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 13 be approved. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

PUBLIC HEARING

17-0270 **AGENDA ITEM 16** For possible action, public hearing and discussion to affirm, modify or reverse the Planning Commission's approval of Tentative Subdivision Map Case Number WTM16-003 (Bailey Creek Estates), a 56-lot single-family residential subdivision on two parcels totaling ±28.76 acres. The site is located immediately south of the intersection of Geiger Grade Road and Shadow Hills Drive within Sections 27 and 34, T18N, R20E, MDM, Washoe County, NV. The parcels (APNs: 017-520-03 and 017-480-02) are ±23.63-acres and ±5.125-acres in size and within the boundaries of the Southeast Truckee Meadows Area Plan. The Master Plan Categories are Suburban Residential and Rural, and the Regulatory Zones are Medium Density Suburban (2 dwelling units per acre in SETM) and General Rural (1 dwelling unit per 40 acres). The property owner is Charles Maddox, the tentative subdivision map applicant is Silver Crest Homes, and the appellant is Kathleen Pfaff. Community Services. (Commission District 2.)

The Chair opened the public hearing by calling on anyone wishing to speak for or against this agenda item.

Discussion took place between Commissioner Hartung and Community Services Department Planner Kelly Mullin regarding the appeal information. It was determined there were previous approvals in 1997 and 2004. The 2004 approval was for a 57-lot subdivision and the tentative map expired in 2010. The previously approved maps were somewhat different from the Bailey Creek Estates maps, but the impacts were based on overall density. Ms. Mullin provided documents, which were placed on file with the Clerk.

Stacie Huggins stated she was from Wood Rogers, Inc. and was representing the Applicant, Silver Crest Homes. She conducted a PowerPoint

presentation, which included tentative maps for the Bailey Creek Estates project. She explained the area had been approved in 1994 and showed the map which was approved in December of 2003. It included 57 lots, one more than on the current map. The lot sizes were different than what they were currently proposing, which were half-acre lots along the exterior and third-acre lots along the interior of the parcel. She said the layout was similar to what was approved in 2003. She noted the map expired because the downturn in the economy halted construction. She provided the PowerPoint presentation, which was placed on file with the Clerk.

There was discussion between Commissioner Hartung and Ms. Mullin regarding wild horses. It was noted wild horses commonly drank from Bailey Creek and it was determined the creek was not a significant hydrologic resource in the County according to Washoe County Master Plan, Article 418, which pertained to Significant Hydrologic Resources. It was explained in a normal weather year the creek was dry part of the time.

Legal Counsel Paul Lipparelli asked if the Applicant would be given the opportunity to speak and present other evidence once the Commissioners were finished with their questions. Chair Lucey stated they would.

Appellant Kathleen Pfaff presented a report entitled Flood Facts, which was about the current Federal Emergency Management Agency (FEMA) flood maps. She noted the maps for the area had not been updated since 2009. She indicated there was concern from residents because Bailey Creek appeared to be shifting and eroding, which could have consequences with floodwaters and soil displacement. The University of Nevada Reno (UNR) Cooperative Extension compiled information about local flooding and it was determined when soil was compacted and constructed impervious surfaces such as roads, parking lots, and rooftops, the rainwater that would have soaked into soil would run to the nearest creek. She said when land was urbanized, storm water collection systems were constructed to speed up the flow of run-off into rivers and streams. When storm or peak flows increased, the likelihood of flooding downstream increased. She stated there was some good information that explained how floodwaters proceeded down a canyon such as the topography of the subject area. As mentioned, the Developer planned to install detention basins to address the issue in addition to diverting some of the run-off to Bailey Canyon Creek. She reviewed the Bailey Canyon Creek flood history, which was included in her presentation. She noted a current resident on Moon Lane near Bailey Canyon Drive experienced rapid erosion of the back yard because of this year's storm. A study conducted by Wood Rogers, Inc. in 2006 commissioned by the County made recommendations for improvements to this area specifically to mitigate flood damage and soil erosion. In the study it was recommended that it be revisited in 10 years if the improvements were not implemented. While it was determined that said improvements were not cost effective, this did not negate that added culverts and detention basins were desperately needed in the area and existing culverts needed to be improved and monitored in the event of floodwaters. It was discovered that many culverts and drainage systems in the area were not being maintained because they were originally part of a Homeowners Association (HOA), but the HOA had since dissolved and no one

knew who was responsible for maintenance. The recommended strategies to prevent future flooding included watershed and flood plain management using both structural and non-structural flood control methods. She said adding new development to an area that was currently lacking in optimal flood control methods made little sense. She stated significant improvement was needed in that area to minimize flood risks, which should take priority over development. She said allowing expansion and construction in an obvious flood zone posed a threat to the safety and property of current residents. She stated in a similar case, Fritz versus Washoe County, a resident was negatively impacted after the approval a map changed the flows of the drainage system after a development was built and in District Court, Fritz won. She noted Brown Elementary School was a coveted school in Reno and many parents wanted their children to attend the school because of its reviews and because it outperformed many other schools in the area. The impacts not only on flooding but also on schools, local fire stations, law enforcement, and water and sewer systems needed consideration. She stated people moved to this area of town to enjoy the rural feel and the scenic views from their windows, not so they could see their neighbors. She said some other concerns included loss of privacy, lack of open space, safety of wild horses, traffic, emergency access, fire danger, drug activity and construction noise. She provided the discussed report, which was placed on file with the Clerk.

Commissioner Herman asked Mr. Smith if he felt the storm retention was adequately placed on the property considering the recent flooding.

Mr. Smith stated the developers and engineers were responsible for the design. He said they met the Washoe County Code requirements through the engineering work and hydrology study, but had not gone beyond that to mitigate other impacts, which was not required. The County reviewed the design against the Washoe County Development Code and he said it conformed.

On the call for public comment, Ms. Cris Damico stated she bought her home in 2013 and counted on the title company to do the research about the surrounding property. She said she was under the impression that the subject property was commercial property and she thought it would be utilized as retail space, not two-story houses looking into her backyard. She indicated she heard at the Community Advisory Board (CAB) meeting that the builder's requests had met Code so it should move forward. She noted the Code did not consider the quality of life for the residents who already lived there. She stated there was more building going on in Damonte Ranch consisting of 111 homes, another development on Highway 341 and Virginia Street, and an apartment complex on Wedge Parkway in an area that was already overcrowded. She thought the area could not sustain the amount of people for dining and shopping, and the infrastructure was not in place to sustain the anticipated growth. She spoke regarding possible tax increases that could be imposed because the Washoe County School District recently stated they did not have enough money to pay additional teachers. She hoped there would be a requirement that houses built behind the existing houses would be only one story so the homeowners would not lose their privacy.

Mr. Ron Ellis state he opposed the development for some of the reasons that were already stated. He pointed out some of the buildings in Lemmon Valley were up to Code, but they were now dealing with storm water. He said the grief the residents of Lemmon Valley had experienced was terrible. He stated the City of Reno approved a multi-family development in the area and he did not think there had been a study done for the impact of the project. He noted Brown Elementary and Depoali Middle Schools had dangerous traffic situations because they were overcrowded. He said the estimates of new students were not being considered with the approved developments. He said he was sure the Board had read the plethora of issues that development brought. He wanted to see this development put to a stop because the land was in a flood plain and the flood maps had not been updated in 10 years. He stated there were issues with infrastructure, lack of law enforcement, water usage, crime, drugs and wild horses.

Discussion took place between Commissioner Hartung and Mr. Smith regarding flood zones. It was determined the southeastern portion of the property was in the FEMA shaded Zone X. The parcel that ran between the existing development and the proposed development was primarily in Zone A. It was clarified that shaded Zone X was a 500-year flood plain and did not require any flood mitigation. A map on page 23 of Ms. Mullin's PowerPoint presentation was referred to for the FEMA zone mapping.

Commissioner Hartung asked Ms. Huggins if the average lot size was 17,869 square feet and wondered if there would be a homeowners association (HOA).

Ms. Huggins replied the square footage was correct. She stated an HOA would be required to maintain all the common areas associated with the project. She noted there was discussion with the property owner, Charles Maddox, regarding the maintenance of the Bailey Creek common area that was currently not maintained by the Cottonwood Creek Estates HOA.

There was discussion between Commissioner Hartung, Ms. Huggins and Mr. Smith regarding infrastructure. It was determined the development would receive water from the Truckee Meadows Water Authority (TMWA) and would require less than 100 acre feet of water. It was also noted that the South Truckee Meadows Water Reclamation Facility (STMWRF) had the capacity and would provide sewer service to the additional development.

Commissioner Hartung wondered whether a deceleration lane would be added or any other type of traffic safety methods.

Ms. Huggins stated she was unaware of that but Paul Solaegui who prepared the traffic study was present and could speak to the issue.

Mr. Solaegui stated when the project was started it was a small enough project with 56-units that it did not warrant a traffic impact study, but the developer wanted a study performed for safety reasons. He said the analysis concluded the right

turn traffic justified a deceleration lane based on Nevada Department of Transportation (NDOT) guidelines.

Discussion between Commissioner Hartung and Mr. Solaegui took place regarding the need for a high “T” intersection for people turning onto Geiger Grade but it was determined the level of service did not require that type of intersection.

Discussion between Commissioner Hartung and Ms. Huggins took place regarding Moon Lane. It was concluded that Moon Lane would be improved and extended to Kivett Lane. There would be an emergency access gate, which would be operated by emergency agencies and would only be used to exit the community in an emergency. It was noted the parcels that backed up to the existing homes were proposed to be single story as there were concerns about them being two-story.

Commissioner Hartung stated he was sensitive to the public’s opposition and had seen the same thing in Spanish Springs. He said he viewed this as an extension to the previously approved maps.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigger, which motion duly carried, it was ordered that the Board deny the appeal and affirm the decision of the Planning Commission to approve with conditions Tentative Subdivision Map Case Number WTM16-003 (Bailey Creek Estates).

11:27 a.m. The Board recessed.

11:40 a.m. The Board reconvened with all members present.

17-0271 **AGENDA ITEM 17** For possible action, public hearing, and discussion on appeal of the Board of Adjustment’s modified approval of Variance Case No. WPVAR16-0003 (Snyder), which approved a 7 foot front yard setback from the edge of the roadway to facilitate the construction of a garage with living space below it. The possible actions to be taken are to affirm, reverse, or modify the decision of the Board of Adjustment. The appellant is requesting that the Board of County Commissioners modify the variance by allowing a 1.74 foot setback rather than the 7 foot setback that was approved by the Board of Adjustment. The .563 acre property is owned by Patrick and Filomena Snyder and is held by the Snyder 1998 Family Trust. The property address is 540 Gonowabie Road in Crystal Bay, and the APN is 123-101-04; it is in the territory covered by the Tahoe Area Plan of the Washoe County Master Plan. The property has a regulatory zone of Medium Density Suburban (MDS). Community Services. (Commission District 1.)

The Chair opened the public hearing by calling on anyone wishing to speak for or against this Agenda Item.

Commissioner Berkbigler said she was curious about the reason for the request for a 1.74-foot setback rather than the approved 7-foot setback. She stated she was familiar with Gonowabie Road and it was an extremely narrow road. There were some houses relatively close to the road, but she was concerned about a 1.74-foot setback. She asked if anything was specific about the house's location that would be of concern.

Community Services Department Planner Eva Krause stated she was concerned because in this particular situation there was no legal roadway easement, the road went through the middle of the property on the last four lots. She stated the only way to measure was from the edge of the pavement. She was concerned about the distance so she asked the County Engineer and it was suggested based on the American Association of State Highway and Transportation Officials (AASHTO) safety guidelines, there should be a 7-foot setback. She stated on Gonowabie Road there were homes that were right at the property line, only a foot or less from the road. She stated it varied on Gonowabie Road and it was a unique situation.

Commissioner Berkbigler stated historically there were some concerns with properties on Gonowabie Road because of snow removal issues. She said it was in Crystal Bay and she wondered if the corner of the house would be in danger as the snow plows went through.

Ms. Krause stated that was always a concern but the County made the residents sign a hold harmless agreement stating if snow piled up on the houses or garages or if there was damage due to snow removal, the County would not be responsible for fixing the damages. The Roads department was careful working out there but it was challenging.

Commissioner Berkbigler asked the Applicant to come forward and speak to the Board.

Elise Fett of Elise Fett & Associates spoke on behalf of the Applicant. She provided documents including photos and maps entitled FPSN Snyder Appeal, which was placed on file with the Clerk. She stated Gonowabie Road had a history of 0-feet to 2-foot setbacks. She referred to the submitted aerial and street level photographs to illustrate the close proximity of the homes to the road. She noted on the aerial photographs there were only two homes on Gonowabie Road that had a setback of 7-feet or greater and one of them was two-stories at the road, but was four-stories high overall. She stated the information was summarized from the base maps and the properties highlighted in bright green had setbacks of two-feet or less from the edge of the pavement. She stated the Applicants were not requesting special privileges because there was not a right of way or a road easement through the subject property. She explained the Applicant's property was the first parcel heading up Gonowabie Road that had no right of way going through it, although there was a utility easement. She indicated discussions had taken place regarding whether a utility easement was a legal line but each time the road was paved the line changed. She said 27 of the 34 properties on Gonowabie Road with garages had

setbacks of less than two-feet and some of the parcels did not have garages. She referred to the maps and photographs and explained the intended location of the garage in proximity to the road, noting across the road was temporary parking for snow removal, which made the road area wider than on most parcels. She reviewed the balance of the photographs and stated there was a stairway that would be removed for safety reasons.

Commissioner Berkbigler thanked Ms. Fett and said she thought the 1.74-foot setback should be allowed. She stated she was concerned but the photographs showed this was one of the safest places to have this setback because the road was wider than anywhere else.

Commissioner Berkbigler made a motion to approve the setback as requested.

Commissioner Hartung asked whether Gonowabie Road was a public road and Ms. Fett replied it was a public road but not where the subject home was located.

Ms. Krause stated Gonowabie Road was public up to a certain point, but after that point, it extended across the last four properties to reach the highway. She indicated the County maintained the road but nothing in record indicated it was a public road.

Legal Counsel Paul Lipparelli stated he was familiar with legal issues on Gonowabie Road noting they had litigated the issues for eight years. He said these parcels were in an original subdivision and the map was never recorded, which was the usual way a title to the road was passed. There was a doctrine in the law called the Doctrine of Implied Dedication, which the County believed applied to all these parcels. He said it held that when a map showed a road and everyone treated it like a road, then it was a road. He stated that was what the County believed existed in this case even though there was not usual title history. He said the road had been paved since the 1970's so whatever claim people once had that a road burdened their properties or an easement went away a long time ago because they had acquiesced to the existence of the road in its current configuration. He said the map of the road did not match where the road was because it was put where it made sense, so the map could not be relied upon. He said the pavement was as reliable as the road. He noted the Applicant illustrated the distances between the edge of the pavement and the proposed improvements and it was fine to rely on those representations as a fair statement of distances.

Commissioner Hartung asked Ms. Krauss if notices for the appeal were sent to nearby residents and Ms. Krause stated they were.

There was no public comment on this item.

Mr. Lipparelli clarified the Board of Adjustment approved a 7-foot front yard setback and the Applicant appealed the decision. He noted the motion would need to

state the decision was to overturn to Board of Adjustment's decision and approve a 1.74-foot setback.

Chair Lucey stated the motion would be to affirm the Board of Adjustment's approval of Variance Case No. WPVAR16-0003 (Snyder) with the modification of the setback to 1.74-feet.

Mr. Lipparelli reiterated, to be clear, the motion would be to affirm in the sense that the setback variance was being approved but it was overturning the setback from 7-feet to 1.74-feet.

On motion by Commissioner Berkbigler, seconded by Chair Lucey, which motion duly carried, it was ordered to affirm the Board of Adjustment's approval of Variance Case No. WPVAR16-0003 (Snyder) with the modification that the setback from the road be reduced from 15-feet to 1.74-feet to facilitate the construction of a garage, with the findings as listed in the staff report.

17-0272 **AGENDA ITEM 18** For possible action and public hearing to approve an Outdoor Festival business license application (pursuant to Washoe County Code chapter 25 and related provisions) and associated License Conditions for the Red, White and Tahoe Blue 2017 Outdoor Festival, scheduled to be held from July 1 through July 4, 2017, in Incline Village at the following locations: Village Green (APN:127-010-07), Aspen Grove (APN:127-010-04), Incline's Main Firehouse (APN:132-223-07), Susie Scoops, 869 Tahoe Blvd. (APN:132-240-02), Potlach, 930 Tahoe Blvd. (APN:132-012-02), Incline Middle School (APN 127-030-16), and Incline Beach (APN:127-280-01). Off-site parking will be available at Diamond Peak Ski area (APN: 126-010-60), Incline High School (APN: 124-071-52) and Sierra Nevada College (APN: 127-040-10). Event set-up is proposed to begin on June 29, 2017, and event takedown and dismantle is proposed to end on July 5, 2017. Event organizers estimate that each event will have between 100 and 1,500 participants and spectators in attendance, except for the fireworks display, which is expected to draw between 8,000 and 10,000 spectators. The event also proposes to hold a parade on July 1, 2017, that will require closing a section of Tahoe Boulevard, Southwood Boulevard and Incline Way to traffic at 10:00 a.m. for approximately 2 hours. If approved, authorize the Director of the Planning and Development Division, Community Services Department to issue the license when all pre-event conditions have been met. Community Services. (Commission District 1.)

The Chair opened the public hearing by calling on anyone wishing to speak for or against this item.

On the call for public comment, Cathy Brandhorst spoke about matters of concern to herself.

Commissioner Berkbigler thanked staff and the Red White and Tahoe Blue team who put this event together and for bringing it to the Board for approval sooner than in past years. She noted Ms. Krause worked hard on the planning of this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 18 be approved and authorized.

17-0273 **AGENDA ITEM 6** Appearance: Frank Flavin, Washoe County Executive Educator, Washoe County Cooperative Extension, Presentation and update on FY17/18 budget.

Washoe County Cooperative Extension Executive Educator Frank Flavin thanked the Board for the opportunity to conduct a presentation on behalf of the 38 members, faculty, and staff of the Washoe County Cooperative Extension, part of the University of Nevada Cooperative Extension System (Cooperative Extension). He provided a PowerPoint presentation, which was placed on file with the Clerk. He stated it had been a while since Cooperative Extension had made a comprehensive presentation to the Board. He said prior to 2008, Cooperative Extension was closer to being a County Department and had eight County employees assigned to them. Unfortunately, due to budget constraints, County management asked Cooperative Extension to become supported by a special revenue account and a pass thru fund. When that occurred, Cooperative Extension was no longer considered a County agency for personnel and access to County services. Every year a budget was provided with detailed spending accountability, but the report had not presented to the Board since 2008. He explained this year the Board requested an appearance due to a number of changes that took place statewide and discussions as to whether or not Cooperative Extension should merge with the Department of Agriculture. He said Nevada Association of Counties (NACO) had been trying to secure more extensive state funding since the budget was reduced by 72 percent by the University of Nevada Reno (UNR) in 2012. He stated there had been many issues with Cooperative Extension. He noted the Clark County Office indicated legislation could take part of Cooperative Extension and give it to the University of Nevada, Las Vegas (UNLV). He conducted a PowerPoint presentation with slides entitled: Mission; A Piece of History; Program Action – Logic Model; NRS Statutory Program Authorization; 4-H Youth Development; Literacy First; Master Gardeners; Green Industry Training; Urban IPM; Grow Your Own, Nevada; Bioplastic Container Cropping Systems; Living With Fire; Radon; Nutritional Education; Water Resources; Washoe County Extension Employees Percentage Funded by Washoe County; and UNCE Washoe County All Revenue Sources FY 15-16. He reviewed each of the slides and noted the funding from grants was close to the funding received from the County.

Commissioner Berkbigler was concerned if the UNR moved Cooperative Extension to the Department of Agriculture that the money, which was specifically designated to Cooperative Extension, would be used accordingly and not rolled into the

Department of Agriculture's general fund. She asked Mr. Flavin to reach out to the County if issues arose to ensure the funds were used for the designated purposes.

Mr. Flavin stated he agreed with Commissioner Berkbigler and he thought the key issue was to ensure the funds were not merged with the University funds. He stated a policy board was needed to inform the President of the University about the special budget, which was intended specifically for Cooperative Extension. He stated it was critical considering there could be another bill passed in the legislative session regarding Cooperative Extensions. He said they were looking at what the organizational structure would be under either the Washington state model where Cooperative Extension would remain as its own integral part and the Oregon state model in which all the extension faculty and staff reported to a department head on campus. He thought the Oregon state model could create a difficult situation for the Counties. In Washoe County Cooperative Extension staff looked to the Board and the County for direction; if it were left to department heads it could diminish the work. He stated the decision was not made yet.

Commissioner Berkbigler thanked Mr. Flavin for his explanation and she said she knew it was a concern for some of the other Commissioners as well as herself. She wanted to ensure that Cooperative Extension and the monies from all the Counties stayed strong. She noted Washoe County was behind him 100 percent so if there was any way the Board could help, let the Board know.

Commissioner Herman stated it was discussed at NACO that a Memorandum of Understanding (MOU) could be useful to help the situation. She asked if Mr. Flavin recommended the County work with NACO to try to produce an MOU.

Mr. Flavin stated they could, although he thought there had not been an MOU since the early 1990's. He said they had been operating on the present system, but had no objection to an MOU. He said it could define how the budget was spent, but he thought that decision should be left up to the County.

Commissioner Hartung said it was a great presentation. He stated it summarized Cooperative Extension and its purpose. He mentioned he wanted to see more agrihoods within the general open space in subdivisions. He said it would provide a place where people could grow fruits and vegetables in their own neighborhoods.

Mr. Flavin thought agrihoods were a feasible suggestion. He stated they had expanded the master gardener program by adding an additional coordinator. He stated there was great movement toward urban agriculture across the County and Milwaukee had a great program that could be emulated.

Chair Lucey thanked Mr. Flavin for the presentation and said Cooperative Extension was a great asset for the County.

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

17-0274 **AGENDA ITEM 7** Appearance: Amy Cummings, Director of Planning, Regional Transportation Commission, Presentation and update on 2040 Regional Transportation Plan. [10 minutes]

Regional Transportation Commission (RTC) Director of Planning Amy Cummings said she appreciated the opportunity to speak with the Board about the 2040 Regional Transportation Plan (RTP). She conducted a PowerPoint presentation with slides entitled: 2040 RTP Community Outreach; Projects, Programs and Services Included in Draft RTP; Draft RTP Projects (2017 – 2021); Draft RTP Projects (2022 – 2026); Draft RTP Projects (2027 – 2040); Ongoing Programs; Short Range Transit Plan Elements; Unfunded Vision for Transit; and Next Steps. She reviewed the presentation slides. She said the RTC was starting its official public comment period later in the month and she would be present to seek input as they completed the plan. She said the majority of the past year was spent facilitating a series of community workshops about the RTP to gather ideas about specialized transportation needs in the region, including veterans, economic development, freight, senior and the Americans with Disabilities Act (ADA) transportation issues. In addition, she stated they provided some communitywide public workshops and planned to offer an additional public open house on April 25th at the Discovery Museum from 4:00 to 6:00 p.m. She said they were hoping for people to come to look at the plan and provide input. She indicated the RTC appreciated the participation of County staff on both the RTC Technical Committee and the Regional Transportation Planning Agency (RTPA) Workgroup. The proposed projects were identified as projects currently in the 2035 RTP through planning studies that had been ongoing over the past few years, including quarter studies, the north valley planning study that just completed, the short range transit plan and others. She provided her presentation, which was placed on file with the Clerk.

Commissioner Hartung was concerned that Pyramid Highway and Eagle Canyon Drive were not scheduled sooner in the RTP. He said there was a desperate need for improvements from Egyptian Drive to the end of the valley. He noted he had been asking for a traffic light at Calle De La Plata, which would help to put the cars into groups and meter traffic and would create a safer intersection as the area continued to grow. He noted Eagle Canyon Drive from Neighborhood Way to past the high school was over its capacity due to a high school and a middle school on a two-lane road situated in the center of a residential area. He stated the school hours coincided with commuter traffic but he thought if adjustments were made to the start and release times at the schools, it could relieve some of the congestion. He stated commuters were utilizing side streets to avoid the congested areas but were creating undue amounts of traffic on roads not designed for through traffic. He indicated it was necessary for Eagle Canyon Drive improvements to be scheduled sooner than they were planned.

Ms. Cummings stated the RTC was working on a unified planning work program for fiscal year 2018-19 and one of the projects that had been identified as a priority was Eagle Canyon Drive.

Commissioner Hartung said County staff had worked on some solutions to attempt to slow people down on the side streets but the best way to deal with it was to increase the capacity on Eagle Canyon Drive. He was concerned about the possibility of Eagle Canyon Drive being improved through to Lemmon Drive because people could utilize the road as a route to Highway 395.

Commissioner Jung was concerned the RTC was not being transparent, soliciting community needs, and not providing televised meetings that citizens could watch. She noted if the RTC could not televise from their facility, the County would allow them to use the County Chambers. She said they could pay the production crew to start televising their meetings publically. She indicated they had the largest budget in Northern Nevada with the least amount of transparency. She said she saw nothing other than the RTC Connector, which was the RTC informing the community about what projects were in progress. She stated she would rather sit at home and watch the meeting so she knew all that was happening. She indicated the RTC was the only Board whose meeting were not televised and asked for Ms. Cummings to insist the meetings be televised.

Chair Lucey thanked Ms. Cummings for her presentation and said he looked forward to continuing to work with RTC on future issues.

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

17-0275 **AGENDA ITEM 14** Discussion and direction to staff regarding legislation or legislative issues proposed by legislators, by Washoe County or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Washoe County. (Including but not limited to AB39) Manager. (All Commission Districts.)

County Manager John Slaughter asked that Agenda Items 14 and 15 be heard together.

Management Services Director Al Rogers provided a weekly update of activity for the past and current week's bills. He stated Senate Bill (SB) 57 regarding the V & T Railroad was passed out of the Senate Committee, with Washoe County being omitted from moving forward with the bill. He said the County was not heavily tracking that bill but there could be an impact to the County moving forward. He noted the deadline for committee passage was Friday, April 14th and currently the County was tracking 589 bills. He hoped after midnight on the 14th, that number would drop significantly and staff could be more focused on the bills relating to the County. He referred to a document that listed 25 bills of interest with a status and summary provided for each bill. Mr. Rogers provided the document to the Board and it was placed on file with the Clerk. He thought Assembly Bill (AB) 39 needed to be discussed by the Board to provide direction to staff.

Commissioner Hartung said AB 39 was creating many discussions and currently the focus was on completing a regional plan update, regional priorities, and projects and programs beyond the purview of the Truckee Meadows Regional Planning Agency. He noted the projects and programs included: homeless shelters, consolidated dispatch, forensic lab services, the downtown corridor, the Truckee River corridor, the lands bill and more. He thought it was time to rethink AB 39 and consider pulling the bill to possibly go in other directions.

Chair Lucey stated he concurred with Commissioner Hartung. He thought over the past few months there had been significant conversations with all involved parties, the City of Reno, the City of Sparks and the Regional Governing Board; he felt that conversations had been evolving and the involved parties were moving in the right direction for future resolutions. He agreed there were other priorities in the County that needed the Board's attention and focus. He stated removal of the bill would be the best possible course of action.

Mr. Slaughter stated discussions that were happening at his level were meetings with the City Managers, Regional Planning Director and himself; a request was provided by Senator Ratti to discover if there was a desire to establish a role for the City Managers and the County Manager to provide insight, advice, and consultation to the Regional Planning Director. He said that discussion had continued so he asked if the request went forward, that resolutions to the issues should come from this Board.

12:41 p.m. Commissioner Jung left the meeting

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Chair Lucey, which duly carried with Commissioner Jung absent, it was ordered that a request be submitted to the Chair of the Assembly Government Affairs Committee to withdraw AB 39 from further consideration during this legislative session and to further instruct the County Manager to continue working with partner agencies and the Legislature.

Legal Counsel Paul Lipparelli said it was not practical or humanly possible to put everything the Board needed to vote on, on an agenda. He believed it was safe as the motion suggested to direct staff to act on behalf of the County in these situations. He thought the County Manager could divine from the majority approval of the motions if it passed that the Board of County Commissioners felt a certain way about legislation and he pointed out there was room for criticism in these open meetings when action was taken on specific pieces of legislation. He said in the situation of the looming deadline, if the Board did not act and provide direction, the legislative team would be on hold but this motion would allow them to understand the Board's intent. He indicated he and the County Manager could watch the bills and put them on the agenda as specific items so the Board's action could be binding.

Chair Lucey said he was optimistic about AB 39 and he looked forward to future resolutions with both Cities and the Regional Governing Board and hoped they could find resolutions through the County Manager and staff.

Commissioner Hartung thanked the Board for its support and stated he would continue to work with the Regional Governing Board to finalize the regional plan update and resolve issues that were brought forward with AB 39. He thought there was a plethora of issues that could be addressed.

Commissioner Berkbigler noticed Senator Ben Kieckhefer's bill was not listed on the handout. Mr. Slaughter noted he would find the information for her.

Commissioner Berkbigler stated the General Improvement Districts (GIDs) as they related to AB 349 was directed specifically to Incline Village. She thought it was appropriate to have oversight, review and audit the GIDs, although she thought it was inappropriate to target just the Incline Village GID. She noted GIDs used taxpayer dollars; there was one in Verdi, a television district, who did not have television service. She wondered where that money was going. She thought a full audit of all the GIDs was an appropriate request for the County to make. She noted it was something that could be targeted in Senator Kieckhefer's bill SB 462. She requested staff look at the bill to see if it would have forward movement and bring back that information to the next meeting.

Commissioner Berkbigler was concerned about the concept of using taxpayer dollars that were not transparent. She said Commissioner Jung talked about the need for transparency with RTC, but she said the County needed all entities who received taxpayer dollars to be transparent. She said no transparency meant constituents were paying taxes and the dollars could be spent inappropriately.

Commissioner Herman agreed about auditing the GIDs. She stated many conversations occurred about the GIDs not being transparent. She noted that SB 272 passed through the hearing process and was going to the Senate. She said the state engineer had control over domestic wells since 1939 and she had never seen the water engineer be involved in anything that was not referred to as a water right, which concerned her.

12:50 p.m. Commissioner Jung returned to the meeting.

Chair Lucey stated AB 43 was NACO's bill regarding a property tax initiative and that was not going to move out of committee. He said it would die this week if it had not already. He said a positive action that came out of AB 43 was Assembly Concurrent Resolution (ACR) 7, which was an interim study proposed by Assemblywoman Dina Neil to discuss property taxes. He stated that would help the County with the budgeting process. He noted Senate Joint Resolution (SJR) 14 was a revision to the senior and disabled taxpayers protection act. He stated these would present challenges to the economy and he wanted them tracked.

Commissioner Berkbigler said the other bill she had concerns about was SB 315, the Waste Management bill, and she thought the Board voted not to support it unless there were significant changes. She asked for that bill to be tracked.

Al Rogers said he could not provide any more information except that the committee heard it, but he would follow up when there was action.

Mr. Slaughter said AB 97 related to testing of safe kits or forensic analysis kits for sexual assault. He noted it was Assemblywoman Teresa Benitez-Thompson's bill. He indicated the bill required the kits to be tested within 180 days of receipt. He said staff was not concerned with the policy of the bill but was concerned with the fiscal impact. He stated the intention of staff was not to oppose the bill but to put on record concerns about the fiscal impact of \$820,000 per year without a funding mechanism identified in the bill.

Commissioner Berkbigler stated there was one other bill that required body cameras for the Sheriff's Office and she wanted an update and on the fiscal impact.

Mr. Slaughter stated SB 176 was the bill Commissioner Berkbigler was referring to and it was passed out of committee and was moving forward. Regarding the fiscal impact, the bill provided for the use of E911 fees and provided for an increase of those fees of up to an additional \$.75 on top of the \$.25, which was currently allowed. He stated that was how the bill came out of the committee. He noted the fee increase would come before the Board for consideration.

Chair Lucey asked Mr. Rogers to share his thanks and gratitude to the Carson City staff for their diligence.

There was no public comment on this item.

17-0276 **AGENDA ITEM 15** Discussion and direction to staff regarding legislation or legislative issues proposed by legislators, by Truckee Meadows Fire Protection District or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board of Fire Commissioners to be of critical significance to Truckee Meadows Fire Protection District. Truckee Meadows Fire Protection District. (All Commission Districts.)

There was no public comment on this item.

17-0277 **AGENDA ITEM 19** Discussion and update pursuant to Commissioners' previous requests and/or topics for future agendas.

County Manager John Slaughter stated this was based on requests from the Board members to regularly review the specific items that had been requested by each

Commissioner. He said staff had created a beta report and was prepared to review the report model and specifics included.

Management Services Director Al Rogers provided documents to the Board, which were placed on file with the Clerk. He reviewed the cover sheet stating it was an update of primary requests, which would be evolving as requests changed. He said some of the requests were longstanding and could continue on the list. He indicated the next pages were new and there was a working calendar of all items. He indicated this should provide a snapshot of what would potentially be coming up in future meetings for the next 90 days. He said this would be evolving and changing but he wanted to identify the items that were coming up. He noted these documents were a beta report and he would appreciate any feedback from the Commissioners. He said on the bottom of the BCC Requests page was information regarding Washoe 311 and noted there would be more data in the upcoming reports. He mentioned the remainder of the documents were the active items. He stated updates on the issues would be noted so the list would be as current as possible but it was a working document.

Commissioner Herman stated there were items missing from the list.

Chair Lucey asked Mr. Rogers to meet with Commissioner Herman separately to resolve the items missing from the list.

Commissioner Jung wanted a monthly report for Washoe 311 by district regarding requests or concerns. She said she received information from Reno Direct monthly and noted they had dashboard items that indicated the concerns within District 3. She thanked the 311 staff for their success with transitioning into a professional call center.

Mr. Rogers explained they had the resources to generate the information Commissioner Jung was requesting. He thought the citizen making the inquiry or service request would have the ability to identify their district based on the address. He said as requests came in, staff could relay the information to the Commissioners by district.

Commissioner Hartung wanted to meet with staff offline because items were missing from the list that he had requested. He said he neglected to bring up some items of concern. He was disappointed that the alarm ordinance was going to take until June to be addressed, because there were a number of complaints related to the late fees charged and he did not want to let it go. He wanted an accounting of the late fees and where they were going. He stated this was an ongoing issue and he still had citizens calling him. He wanted Alarm Tracking and Billing (ATB), the alarm company, to come before the Board. He knew ATB was located in Colorado but he wanted to meet with them. He also discussed changing vendors if reasonable answers and data were not received from ATB.

Chair Lucey said the alarm issue should be brought back as its own Agenda Item. He agreed it should be prioritized.

On the call for public comment, Ms. Lorrie Olson provided documents, which were distributed to the Board and placed on file with the Clerk. She spoke regarding the Steamboat Canal's storm water operation and wanted it placed on an upcoming agenda for discussion. She said she attended the Board of County Commissioners meeting on March 21st and spoke regarding the flooding of Steamboat Canal and animal resistant containers in Caughlin Ranch. She stated she lived in District 1 and was the president of the Caughlin Ranch Homeowners Association (HOA). She said her HOA had more than 2,000 homeowners, which represented more than 4,000 constituents. She indicated she was shocked to hear that Commissioners were unaware of the responsibility, conditions and profound damages being caused by the Steamboat Canal. She noted that Division Director of Engineering Dwayne Smith was aware of problems. She stated the information regarding the ditches and canals would be dealt with over the next 18 months and that was not what she wanted to hear. She referred to the documents that were distributed to the Board from the annual Steamboat meeting on March 16th and stated she was allowed to attend the meeting because she represented the HOA and the water rights. She indicated the homeowners were not allowed to attend the meeting. She said after the March 21st meeting she sent an email to Commissioner Berkgigler and provided her with documents regarding the Steamboat Canal Use and Maintenance Agreement, which had been in effect since 2011, which showed that Washoe County had responsibility of the ditch while it was on the Caughlin Ranch property. She stated she had not received a response to her email. She did, however, receive a response from Management Analyst Sarah Tone saying she was excited to inform her they were setting aside 300 animal resistant containers for Caughlin Ranch. She was happy to hear that news. She thought the ditch operations and what was going on in Caughlin Ranch deserved more attention, time and deserved the respect of a response.

Chair Lucey stated Mr. Rogers should have ample direction for this item.

17-0278 **AGENDA ITEM 20** Public Comment.

On the call for public comment, Ms. Cathy Brandhorst was called but was not present to speak.

17-0279 **AGENDA ITEM 21** Announcements/Reports.

Chair Lucey asked for two-hours of staff time to discuss the downtown Reno navigator program and wanted to know how the County could participate in the program.

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

* * * * *

01:11 p.m. There being no further business to discuss, the meeting was adjourned without objection.

BOB LUCEY, Chair
Washoe County Commission

ATTEST:

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

*Minutes Prepared by:
Doni Gassaway, Deputy County Clerk*

*Summary - a Resolution calling a hearing on the amendment of the boundaries of District No. 24 (Groundwater Remediation).

RESOLUTION NO.

(of Washoe County, Nevada)

A RESOLUTION CALLING A HEARING ON THE AMENDMENT OF THE BOUNDARIES OF DISTRICT NO. 24 (GROUNDWATER REMEDIATION/CENTRAL TRUCKEE MEADOWS REMEDIATION DISTRICT) IN WASHOE COUNTY, NEVADA; PROVIDING FOR A NOTICE OF HEARING, AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO.

1. **WHEREAS**, the Board of County Commissioners (the "Board") of the County of Washoe (the "County") in the State of Nevada has created a district for the remediation of the quality of water (the "District" or "District No. 24") pursuant to NRS §540A.250 through §540A.285; and
2. **WHEREAS**, subsection 3 of NRS §540A.250 provides that:
"The District created pursuant to this section must include, without limitation:
 - a. the area where the condition which requires remediation is determined by the Board to be present, or for which remediation is determined by the Board to be necessary, including any area to which the condition is expected to migrate unless remediation is carried out; and
 - b. if the Board determines that the condition which requires remediation affects the quantity or quality of drinking water within the region, the wholesale and retail service area of any provider of water that has used or uses for any portion of its supply wells located in the area described in paragraph (a)"; and
3. **WHEREAS**, pursuant to NRS § 540A.250, the Board has had prepared for it a plan for remediation designated the "Central Truckee Meadows Remediation District Final Work Plan February 22, 1996" as updated by the "Central Truckee Meadows Remediation District Remediation Management Plan" dated October 28, 2002 (as updated, the "Plan for Remediation"); and

17-0254

4. **WHEREAS**, the Plan for Remediation has been submitted to the Division of Environmental Protection of the State of Nevada (the “Division”) and approved by the Division pursuant to Subsection 1 of NRS §540A.260; and

5. **WHEREAS**, the Plan for Remediation indicates that, and based upon such plan the Board has determined that, the condition which requires remediation affects the quality of drinking water within the region; and

6. **WHEREAS**, the boundaries of the District therefore are to include the Wholesale and Retail Water Service Area of the Truckee Meadows Water Authority (“TMWA”), which is a provider of water service that has used and uses for a portion of its water supply, wells located in the area in which the condition that requires remediation is present; and

7. **WHEREAS**, the boundaries of the District were originally filed in the office of the County Clerk on September 16, 1997, and as so filed, were made the boundaries of the District (the “Original Boundaries”) by Ordinance No. 1000, duly adopted by the Board on November 12, 1997; and

8. **WHEREAS**, Washoe County’s Community Services Department (“CSD”) was, through 2014, a provider of water service that used for a portion of its water supply a well or wells located in the area where the condition of PCE exists in the groundwater and where remediation is required as hereby determined by the Board; and

9. **WHEREAS**, the Original Boundaries have been amended; and

10. **WHEREAS**, the Board has determined and hereby determines to propose to further amend the boundaries of the District with respect to the fee collected in 2016 to exclude from the 2016 Boundaries of the District as amended through December 31, 2015 (the “2016 Fee Year Boundaries”), certain additional properties that did not receive water service involving water provided on a wholesale or retail basis by TMWA; and

11. **WHEREAS**, the Board has determined and hereby determines to propose to amend the 2016 Fee Year Boundaries of the District with respect to the fee collected in 2016, to add to and include such new properties added to the Wholesale and Retail Water Service Area of TMWA; and

12. **WHEREAS**, the Board has determined and hereby determines to propose to amend the 2016 Fee Year Boundaries of the District with respect to the fee to be collected in 2017 to exclude from the 2016 Fee Year Boundaries of the District certain properties, which did not receive water service involving water provided on a wholesale or retail basis by TMWA; and

13. **WHEREAS**, each of the following will be filed with the County Clerk (the “Clerk”) prior to the publication of a notice of hearing as hereinafter described:

(i) a list of the properties proposed to be excluded from the 2017 Fee Year Boundaries of the District with respect to the fees collected in 2016 as described in the 10th preamble hereto entitled “Second List of Properties to be excluded from 2017 Fee Year Boundaries of District No. 24” (the “Second 2016 Exclusion List”),

(ii) a description of the areas proposed to be added to the 2017 Fee Year Boundaries of the District as described in the 11th preamble hereto, entitled “2017 Description of Areas to be Added to District No. 24” (the “2017 Addition List”), and

(iii) a list of the properties proposed to be excluded with respect to the fee to be imposed in 2017 as described in the 12th preamble hereto, entitled “First List of Properties to be Excluded from the 2017 Fee Year Boundaries of District No. 24” (the “First 2017 Exclusion List”); and

14. **WHEREAS**, pursuant to NRS §540A.262, the Board is required to hold a hearing before amending the boundaries of the District; and

15. **WHEREAS**, the Board desires to authorize publication of a notice of the hearing in accordance with NRS §540A.262.

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

Section 1. A hearing is hereby called on the proposed amendment to the boundaries of the District. The hearing shall be held not less than 15 days after the notice of hearing described herein is published. The Manager is authorized to schedule the hearing and request that the Clerk publish the Notice described below after materials described in preamble 13 (the “Amendments”) are filed in the office of the Clerk.

Section 2. Upon receipt of request from the Manager as provided in Section 1, the Clerk is hereby authorized and directed to publish a notice of hearing not less than 15 days prior to the hearing in a display advertisement which is at least 3" x 5" in size in a newspaper of general circulation in the County. The notice shall state that the description of the boundaries and the amendment to those boundaries is on file at the office of the Clerk for public examination. The notice shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING
WASHOE COUNTY, NEVADA
DISTRICT NUMBER 24
(GROUNDWATER REMEDIATION)**

NOTICE is hereby given that the Board of County Commissioners of Washoe County, Nevada will hold a public hearing on May 9, 2017 at the Commission Chambers, Washoe County Administrative Complex, 1001 East Ninth Street, Reno, Nevada on a proposed amendment to the boundaries of Washoe County Nevada District No. 24 (Groundwater Remediation), which is a district for remediation of groundwater (the "District").

At the hearing all persons who desire to appear may appear and be heard concerning a proposed amendment to the boundaries of the District, and after the hearing the Board shall make such adjustments to the proposed boundary amendment as appear to be necessary, but the boundaries may not be expanded to include any property not included either in the proposed amendment as filed in the office of the County Clerk on April 11, 2017, or the 2016 Boundaries of the District specified in Ordinance No. 1582, adopted and approved on July 12, 2016 (the "Ordinance").

It is proposed that the boundaries of the District would be amended as follows:

1. The boundaries of the District with respect to the fee collected in 2016 shall be as they already exist as further amended by exclusion of the properties listed in the list entitled "Second List of Properties to be Excluded from the 2016 Boundaries of District No. 24" (the "Second 2016 Exclusion List"), now on file with the County Clerk, and

2. The boundaries of the District with respect to the fee to be collected in 2017 shall be the 2016 Boundaries of the District as established by the Ordinance adopted by the Board of County Commissioners on July 12, 2016, amended as follows:

(a) amended by the addition to the 2016 Boundaries of the District of the areas described in the "2017 Description of Areas to be added to District No. 24" (the "2017 Addition List"), now on file in the office of the County Clerk, and,

(b) amended by excluding those properties (whether included in the 2016 Boundary, or in the additions described in clause (a)) listed in the "First List of Properties to be Excluded from the 2017 Boundaries of District No. 24" (the "First 2017 Exclusion List"), now on file in the office of the County Clerk.

The proposed 2017 Fee Year Boundaries of the District, the Second 2016 Exclusion List, the 2017 Addition List, and the First 2017 Exclusion List, are on file in the office of the County Clerk for public examination.

The boundaries of the District are those specified by Subsection 3 of NRS §540A.250, which consist of the area where the condition which requires remediation is determined by the Board to be present or for which remediation is determined by the Board to be necessary, including any area to which the condition is expected to migrate unless remediation is carried out, and the wholesale and retail water service area of any provider of water that has used or uses for any portion of its supply wells located in the area where the condition which requires remediation is determined to be present. The District Boundary generally consists of the TMWA Wholesale and Retail Water Service Area and (through calendar year 2014) a portion of the CSD Water Utility Service Area. This general description is, however, for the convenience of the readers of this notice only. A specific description of the boundaries of the District and the proposed amendments thereto are on file in the office of the County Clerk and reference is made to those descriptions to determine whether or not a property is or is not included or proposed to be included within the boundaries of the District.

Reference is made to the Plan for Remediation, the boundaries of the District and the proposed amendments to those boundaries on file in the office of the County Clerk for further information concerning the District and its boundaries. All owners of property within the boundaries of the District and all other persons interested are encouraged to appear at the hearing and present their views. Written testimony and comments may be filed at or before the hearing with the County Clerk.

IN WITNESS WHEREOF, the Board of County Commissioners have caused this notice to be published not less than 15 days prior to the hearing referred to above.

Dated this April 11, 2017.

BOARD OF COUNTY COMMISSIONERS OF
WASHOE COUNTY, NEVADA

(SEAL)

By Bob Lucey
Chair

ATTEST:

/s/ Nancy Parent
County Clerk

[Continuation of Resolution from Page 4]

Section 3. The Officers of the County are directed to effectuate the provisions of this resolution.

Section 4. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of such inconsistency.

Section 5. The invalidity of any provisions of this resolution shall not affect any remaining provisions hereof.

Section 6. This resolution may be amended in any manner, at any time by the Board. This resolution does not obligate the Board to proceed with the District or issue bonds.

Section 7. The Board has determined, and does hereby declare, that this resolution shall be in effect after its passage in accordance with law.

PASSED, ADOPTED AND APPROVED this April 11, 2017.



Chair
Board of County Commissioners
Washoe County

(SEAL)

Attest:



Clerk

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

I, Nancy Parent, am the qualified and elected Clerk of Washoe County (the "County"), and in the performance of my duties as Clerk do hereby certify:

1. The foregoing pages are a true, correct and compared copy of a resolution adopted by Board of County Commissioners (the "Board") of the County at a meeting held on April 11, 2017. The original of the resolution has been approved and authenticated by the signatures of the Chairman of the Board and myself as County Clerk and sealed with the seal of the County, and has been recorded in the minute book of the Board kept for that purpose in my office.

2. Said proceedings were duly had and taken as therein shown. The following Commissioners were present at said meeting and voted on the resolution as follows:

Those Voting Aye:

Bob Lucey, Chair
Marsha Berkbigler, Vice-Chair
Kitty Jung
Vaughn Hartung
Jeanne Herman

Nays:

none.

Absent:

none.

3. All members of the Board were given due and proper notice of such meeting.

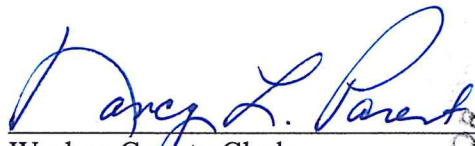
4. Public notice of such meeting was given and such meeting was held and conducted in full compliance with the provisions of NRS §540A.262 and NRS §241.020. A copy of the notice of meeting and excerpts from the agenda for the meeting relating to the resolution, as posted by 9:00 a.m. at least 3 working days in advance of the meeting at:

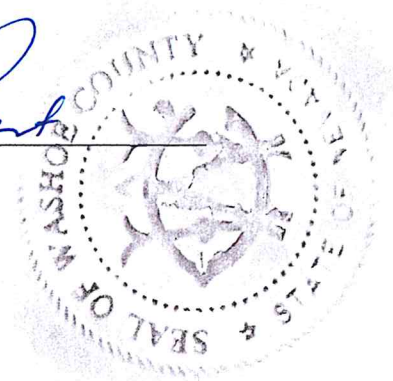
- (i) Washoe County Administration Complex
1001 East Ninth Street
Reno, Nevada
- (ii) Washoe County Courthouse
Virginia and Court Streets
Reno, Nevada
- (iii) Washoe County Library
301 South Center Street
Reno, Nevada
- (iv) Justice Court
1675 E. Prater Way #107
Sparks, Nevada

is attached as Exhibit "A".

5. No later than 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each member of the Board and to each person, if any, who has requested notice of meetings of the Board in the same manner in which notice is required to be mailed to a member of the Board.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County this April 11, 2017.


Washoe County Clerk



(SEAL)

EXHIBIT "A"

(Attach Notice of Meeting and Agenda)

EXHIBIT "B"

(Attach Affidavit of Publication of Notice)

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Department of Conservation and Natural Resources
Nevada Division of Forestry
2478 Fairview Drive, Carson City, Nevada 89701
Phone (775) 684-2500 – Fax (775) 684-2570

And

Washoe County
PO Box 11130, Reno, NV 89520
Phone 775-328-6131

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 Nevada Division of Forestry hereinafter set forth are both necessary to Washoe County (NT22) territories 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, 2017 to June 30, 2019, 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 60 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: WILDLAND FIRE PROTECTION PROGRAM (WFPP) SCOPE OF WORK

17-0261

7. CONSIDERATION. Nevada Division of Forestry agrees to provide the services set forth in paragraph (6) at a cost of \$50,000 for State Fiscal Year 2018 and \$50,000 for State Fiscal Year 2019, not to exceed \$100,000 with quarterly installments payable in advance on the first of each quarter, starting July 1 of each fiscal year. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

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

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

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum 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. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State employed attorneys and County employed attorneys.

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

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

13. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

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

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as 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 and approved by the Office of the Attorney General.

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

FOR COUNTY

FOR DCNR and DIVISION (STATE)



Bob Lucey, Chair, Board of Commissioners




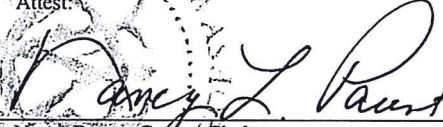
Date

Joe Freeland, State Forester/Firewarden

Date

Bradley Crowell, Director, DCNR

Date


Attest:


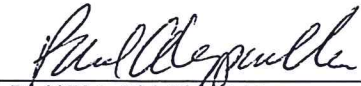
Nancy Parent, County Clerk



Date

Approved as to form by:

Approved as to form by:



David Watts-Vial, District Attorney



Date

Bryan Stockton, Deputy Attorney General for
Attorney General, State of Nevada

Date

APPROVED BY BOARD OF EXAMINERS:

Signature – Nevada State Board of Examiners

Date

Attachment A
WILDLAND FIRE PROTECTION PROGRAM
SCOPE of WORK

I. IDENTIFICATION OF ENTITIES

- A. The State of Nevada Department of Conservation and Natural Resources (hereinafter “DCNR”) which exists pursuant to NRS 232.010(1), and the Nevada Division of Forestry (hereinafter “DIVISION”) which exists pursuant to NRS 232.090(c), are both agencies of the State of Nevada (and are from time to time collectively referred to as “STATE” in this Agreement);
- B. Washoe County, is a political subdivision of the State of Nevada (hereinafter “COUNTY”);

II. RECITALS

WHEREAS, all signatories to this Agreement are public agencies authorized by Chapter 277 of the Nevada Revised Statutes to enter into interlocal and cooperative agreements with each other for the performance of governmental functions; and;

WHEREAS, the COUNTY is authorized to serve its community in many different ways, including emergency situation management such as fire and emergency medical service, hazardous materials, confined space rescue, fire prevention, aircraft fire rescue, and others.

WHEREAS, the DIVISION has responsibility to supervise or coordinate all forestry and watershed work on state-owned and privately owned lands, including fire control, in Nevada, working with federal agencies, private associations, counties, towns, cities or private persons and;

WHEREAS, the DIVISION may maintain or have access to additional specialized wildfire expertise and suppression resources and;

WHEREAS, wildland fires are defined as unplanned, unwanted wildland fire including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out;

WHEREAS, it is to the mutual advantage of the DIVISION and the COUNTY to work closely together to maintain effective wildfire management without duplication, and to coordinate efforts with federal cooperators and;

WHEREAS, the DIVISION and the COUNTY desire to define their roles, responsibilities and relationships to achieve the most effective protection of forest, range, and watershed lands and;

WHEREAS, the DIVISION and the COUNTY recognize that safe, aggressive initial attack is often the best suppression strategy to keep wildland fires small and costs down and;

WHEREAS, the DIVISION recognizes the COUNTY as the Agency having primary jurisdiction, the DIVISION will participate at an Incident Command Post (ICP) in a primary Wildland Fire Protection Program (WFPP) fiscal role, yet remain available to assist in other Incident Command System (ICS) roles upon request and;

WHEREAS, it is understood that the mission and intent of all parties is to quickly suppress wildland fires regardless of jurisdiction and/or ownership. It is considered mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires and;

WHEREAS, the COUNTY has requested to participate in the DIVISION Wildland Fire Protection Program (hereinafter WFPP), and the DIVISION is authorized to render wildland fire protection services, including cost reimbursement, to the COUNTY;

WHEREAS, all terminology herein shall be defined by the National Wildfire Coordinating Group (NWCG) Glossary of Wildland Fire Terminology (hereinafter "NWCG Glossary");

WHEREAS, all incident business shall be conducted in accordance with the NWCG Interagency Incident Business Management Handbook (hereinafter "IIBMH");

NOW THEREFORE, in consideration of the above premises, it is agreed between the parties as follows:

III. TERMS

A. Location

The COUNTY will provide the DIVISION an accurate map of the current jurisdictional boundaries the COUNTY enrolled in the WFPP.

B. Payment

The DIVISION will assume incident costs consistent with the terms of the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement, or as authorized by the DIVISION Regional Duty Officer due to the accelerated complexity of the incident. The DIVISION will pay qualifying wildland fire suppression expenses to (or for) the participating COUNTY jurisdiction in the WFPP.

1. Qualifying Expenses

Reasonable and prudent expenses (actual costs, based on established rates on file with the DIVISION by December 31st each year, of the jurisdiction) commensurate with values at risk,

for wildland fire suppression and support resources engaged in wildland fire suppression within the COUNTY jurisdiction, or through a cost-share agreement with Federal Agencies on adjacent or comingled jurisdiction and billed in accordance with the IIBMH.

- Assistance By Hire (ABH) resources, including aviation and hand crew resources, when all initial attack suppression forces have been exhausted. All requests shall be processed and recorded through the dispatching systems of the participating agencies on Resource Orders. Except for mutual aid, all requests for fire suppression assistance in an agency's direct protection area shall be Assistance By Hire.
- Extended Attack resources (Assistance by Hire), services and supplies with a Resource Order number.
- Vehicles, equipment and apparatus utilizing established Rates based on actual operating costs.
- Fire Base Camp – Incident Command Post set-up and operational costs.
- Food services for Incident personnel.
- Transportation to/from Incident.
- Repair/replacement of uninsured items and small equipment damaged or destroyed during fire suppression (with IC approval and completed OF-289, Property Loss or Damage Report).
- Use of Aircraft services.
- Personnel costs utilizing established Rates based on actual operating costs.
- Incident Management Team, mobilization and support.
- Cost Share Agreements.
- Dispatch personnel and services
- Fire suppression damage repair.

2. Excluded Expenses

- Costs incurred following the initial dispatch of any ground resources to the fire for the duration of the initial 24 hour mutual aid period.
- COUNTY equipment and repair/maintenance costs associated with wildland fire response and normal wear and tear.
- Individuals and agencies when in "mutual aid" to COUNTY.
- "Profit" and Administrative fees.
- Agency Overhead personnel not specifically assigned to the incident.
- Non-expendable (non-consumable) accountable property, i.e. Chainsaws, FAX Machines, and Mobile Air Conditioners.
- Claims and award payments.
- Interest and indemnities payments.
- COUNTY Burned Area Emergency Rehabilitation (BAER) beyond suppression damage repair.
- Resources demobilized before the end of the mutual aid period.
- Escaped Prescribed Burns that were initiated by the COUNTY and violated the terms and conditions of the burn plan, whether intentionally or not.

3. Negotiable Expenses

Costs not outlined above may be subject to negotiation between the parties for payment.

The COUNTY should notify the DIVISION of any questions, issues or situations regarding qualifying expenses that are not clear or require negotiation. The DIVISION will set a meeting to discuss and/or resolve. If the parties are unable to reach a mutually agreeable resolution, either party may refer the matter to the Review Committee (Section K) for further action.

C. Annual Planning Meeting

Annually, representatives of the DIVISION, the COUNTY, and others deemed necessary, shall meet and jointly discuss, review, and update as necessary the WFPP and set rates for personnel and equipment. The DIVISION will arrange the date and location for the meeting each year.

D. Delegation of Authority

The COUNTY extends a “blanket” delegation of authority to the DIVISION as the DIVISION performs pre-fire activities in the COUNTY’s jurisdiction. For emergency activities, a formal delegation of authority by the COUNTY may be created and administered to the DIVISION at the discretion of the COUNTY.

E. Use of Incident Management Teams

The COUNTY will notify the DIVISION State Duty Officer of any wildland fire in their jurisdiction that may require mobilization of an Incident Management Team. The DIVISION will participate in unified command role and actively participate as an Agency Administrator on any Type III, Type II or Type I wildland incident in a WFPP jurisdiction.

The COUNTY may request the DIVISION to assist with “all-hazard” incidents as needed and within the scope and qualifications of DIVISION resources, based upon DIVISION availability.

F. Organizing, Equipping, and Training

The COUNTY will cooperate in the training, equipping and maintaining of wildland firefighting forces in the COUNTY.

The DIVISION will assist the COUNTY in the organizing and training of COUNTY and cooperator forces to detect, contain and extinguish wildland fires, at no charge.

G. Wildfire Pre-Suppression

The DIVISION will provide, at the COUNTY'S request, technical assistance with hazardous fuels reduction and/or modification, including developing projects, prescriptions, and plans; State Historic Preservation Office (SHPO) pre project reviews for potential impacts upon historic properties; Threatened and Endangered (T&E) species occurrences; and other technical services as requested and available. The DIVISION will provide, at the COUNTY'S request, subject to availability, personnel and apparatus to assist in Public Wildfire Education Programs, and the DIVISION and the COUNTY will collaborate on a wildland fire prevention program that includes a common message.

H. Wildfire Suppression

The DIVISION and the COUNTY will utilize the "closest forces" concept for all wildland fire responses. This concept dictates that the closest available, appropriate resources respond to initial attack fires, regardless of jurisdiction, whenever there is a critical and immediate need for the protection of life and property. Beyond initial attack, the "closest forces" concept is modified and the respective agencies will request the most appropriate resource to aid in the suppression of a wildfire. The DIVISION will pay COUNTY volunteer fire departments \$20 per hour (with a two hour minimum) per fire engine/tender for wildland fire suppression responses in the COUNTY.

I. Reporting/Notification

The COUNTY will notify the DIVISION Regional Duty Officer of any wildland fire in their jurisdiction that may require DIVISION assistance at time of size up or as soon as reasonably possible.

J. Prescribed Burning

The DIVISION and the COUNTY will coordinate technical assistance for prescribed fires and fuels reduction projects. The DIVISION will provide burn resources at the discretion and amount requested of the COUNTY based upon availability. Prescribed burning costs are not eligible for reimbursement under the WFPP.

K. Review Committee

The STATE will establish a review committee to adjudicate issues or questions between the DIVISION and the COUNTY which cannot be resolved informally through the parties. The Director of the Department of Conservation and Natural Resources (DCNR) will request one STATE representative and two individuals from jurisdictions other than where the dispute is occurring to serve on the Committee. The Committee will meet and discuss the issue and make a non-binding recommendation to the Director of DCNR for a final decision. The use of a Review Committee, however, is not intended to alter or supplant any other remedy either party may have at law.

L. Reimbursement/Payment

The DIVISION will provide reimbursement to the COUNTY, or provide for direct payment of approved costs to Federal Agencies and other vendors.

The DIVISION will provide a template/process for billing eligible COUNTY costs to the Wildland Fire Protection Program.

1. Billing invoice requirements:
 - a. One incident per invoice;
 - b. Incident name;
 - c. Incident start date;
 - d. Incident number (State and Federal);
 - e. Contact point for questions;
 - f. Standard billing documentation: Dispatch Resource Orders, Cost Share Agreements, Transaction Registers and backup documentation (Resource Order Numbers for all Supplies, Incident Dispatch Log).

The COUNTY will prepare and submit to the DIVISION incident billing packages no later than six (6) months from the date the incident is declared out, with the exception of certain FEMA, Civil Cost Recovery and other incidents that warrant specific time tables. The DIVISION reserves the right to return billing packages not meeting the billing invoice requirements outlined above, for correction. Failure to meet these timelines shall not be construed as a release or waiver of claims for reimbursement against the other party. If the six (6)-month timeframe cannot be met, immediate written notification shall be made to the DIVISION Deputy Administrator.

For Federal Emergency Management Agency (FEMA) billings, the DIVISION will be the lead agency for all bills to be submitted for the Fire Management Assistance Grant Program (FMAG). The DIVISION requires estimated bills from the COUNTY within 30 days of the fire being declared out. The COUNTY will track resources and costs associated with wildland fires.

M. Non-Wildland Fire Emergency Assistance

The DIVISION will provide to the COUNTY participating in the WFPP, assistance without cost (subject to availability) requested by the COUNTY for emergencies which threaten human life or property including the use of DIVISION aircraft, Conservation Camp Crews, apparatus and heavy equipment, when such needs exceed the resource capability of the COUNTY as determined by the State Forester Firewarden or designee.

N. Cost Share Agreements

The COUNTY will notify the DIVISION State Duty Officer of any wildland fire in their jurisdiction that may require a cost share agreement between agencies/jurisdictions. The DIVISION will assume an active role in the development of the cost share agreement and must

ratify the agreement in order for any expenses incurred through the agreement to qualify under the WFPP.

O. Fire Investigations

PARTIES shall render mutual assistance in investigation and law enforcement activities, and in court prosecutions, to the fullest extent possible. The COUNTY shall be responsible for fire-related law enforcement activities on wildfires that originate on their respective lands. The DIVISION has the ability to seek cost recovery actions on known human caused fires. To the extent permitted by State law, the COUNTY will provide investigation files relative to the fire to the DIVISION.

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
775-684-4593

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, 2017 to June 30, 2021, 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.

07020-11

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 eighty thousand dollars and no cents (\$80,000.00) with installments payable upon receipt of invoice.
- B) Attachment BB – SCOPE OF WORK-Forensic Analysis at a cost of not more than two hundred seventy-seven thousand eight hundred sixty-four dollars and no cents (\$277,864.00) for state fiscal year 2018; two hundred ninety-one thousand seven hundred sixty dollars and no cents (\$291,760.00) for state fiscal year 2019; two hundred ninety-one thousand seven hundred sixty dollars and no cents (\$291,760.00) for state fiscal year 2020; two hundred ninety-one thousand seven hundred sixty dollars and no cents (\$291,760.00) for state fiscal year 2021. The total amount for Forensic Analysis services shall not exceed one million one hundred fifty-three thousand one hundred forty-four dollars and no cents (\$1,153,144.00), with the installments payable quarterly upon receipt of invoice.
- C) Attachment CC – SCOPE OF WORK-Toxicology Testing at a cost of not more than six hundred forty thousand dollars and no cents (\$640,000) 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 eight hundred seventy-three thousand one hundred forty-four dollars and no cents (\$1,873,144.00). 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

Chris Allen
Washoe County Sheriff's Office

3/24/17
Date

Washoe County

[Signature]
Chairman, Washoe County Board of County Commissioners

4/11/17
Date

ATTEST:

Dorey L. Parent
Washoe County Clerk

Nevada Department of Public Safety

Sheri Brueggemann, Senior Fiscal 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) 684-4593

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
Nevada DPS, Capitol Police
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) 684-4593

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

Kerri Heward, 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
FY 18-21

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - Up to 5 separate items can be submitted per case.
 - Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When 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.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - ♦ Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - ♦ Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-the-counter preparations.

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.

- Controlled Substances services NOT included, or restricted.
 - Quantitative or purity analysis
 - Analysis of the contents of syringes; unless extenuating circumstances exist as approved by the Laboratory Director
 - Analysis of non-controlled substances as poisons, clandestine laboratories chemicals, and various cutting agents.
 - Clandestine lab testimony

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations (Cases going to court and those needed for investigative purposes are being prioritized. After those, cases are being worked in reverse order (newest first))

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

Crime Scene Investigation (24/7 Response)

- 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

Latent Print Comparison

- Evaluation of submitted prints- determination of value
- WIN/ABIS (Western Identification Network/Automated Biometric Identification System)
- Known subject 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 skeletal remains, weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny.
- Trace evidence analysis: fibers, glass, paint, hair, chemical unknowns, physical match, explosive materials, and arson (ignitable liquids)
- Latent print processing or DNA analysis of fired cartridge casings.
- Document examination such as handwriting comparisons
- Consultation on casework performed by other laboratories
- Casework or testimony on civil matters

Incomplete Case Submissions:

Examination requests that are missing information may be held for up to 30 days awaiting complete information. If the information is not received, the examination will be cancelled, no report will be issued, and the evidence will be returned to the submitting agency.

Note: The following services are provided by the Forensic Science Division but are not included as part of this contract as they are funded by other means.

- The Breath Alcohol Program is funded by the State.
- 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.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (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.

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

**Department of Public Safety
555 Wright Way
Carson City, 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 **WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION** hereinafter set forth are both necessary to **DEPARTMENT OF PUBLIC SAFETY** and in the best interests of the State of Nevada;

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective July 1, 2017 to June 30, 2021, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature 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.

17-0267

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

ATTACHMENT A: SCOPE OF WORK

7. CONSIDERATION. WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost not to exceed three hundred fifty-five thousand four hundred eighty-six dollars and no cents (\$355,486) for state fiscal year 2018; and three hundred seventy-three thousand two hundred sixty dollars and no cents (\$373,260) for state fiscal year 2019; and three hundred ninety-one thousand nine hundred twenty-three dollars and no cents (\$391,923) for state fiscal year 2020; and four hundred eleven thousand five hundred nineteen dollars and no cents (\$411,519) for state fiscal year 2021 for a total maximum amount of one million five hundred thirty-two thousand one hundred eighty-eight dollars and no cents (\$1,532,188) with the total Contract or installments payable: upon receipt of monthly invoice. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

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

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

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

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

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages

for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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

13. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT A: SCOPE OF WORK

The parties agree that the services to be performed are as follows: The Washoe County Sheriff's Office Forensic Science Division will provide the services set forth herein to implement the breath alcohol testing regulations prescribed by the Committee on Testing for Intoxication in the Counties of Washoe, Humboldt, Elko, Pershing, Lander, Eureka, Churchill, White Pine, Storey, Lyon, Carson City, Douglas, and Mineral. Services are to be provided within full compliance of the provisions set forth in NRS 484C 600-640 and NAC 484C 020-180.

- a. Provide qualified Forensic Analysts of Alcohol personnel who are certified by the Nevada Department of Public Safety to administer the breath alcohol testing regulations prescribed by the Committee on Testing for Intoxication.
- b. Provide cross-training to qualified individuals to become certified as Forensic Analysts of Alcohol as needed to maintain required availability.
- c. Provide approved training courses to all law enforcement personnel seeking to become certified as preliminary breath test instructors and certified and recertified as evidential breath test operators as required throughout the law enforcement community to meet ongoing need.
- d. Certified Forensic Analysts of Alcohol will maintain required calibration of evidential breath testing devices used by law enforcement personnel according to the regulations prescribed by the Committee on Testing for Intoxication. Calibrations will be performed at least once every 90 days as prescribed by law.
- e. Provide certified aqueous alcohol solution standards* or gas standards* as required to ensure the evidential testing devices and the preliminary breath testing devices are operating within specified requirements to produce valid, accurate, and acceptable results. *Note – for the purposes of this Contract, "standard" is defined as the material used (liquid or gas) with a known value of alcohol to ensure the instrument is operating within acceptable specifications.
- f. Provide repair and maintenance services for evidential breath testing devices as necessary to maintain accurate and reliable devices for use by law enforcement agencies.
- g. Maintain ongoing records on the accuracy, reliability, repair, and calibration of each individual evidential breath testing device for which the laboratory is responsible. These records are to be available for inspection by the Department of Public Safety upon request.
- h. Provide expert testimony in judicial and administrative proceedings regarding the operation, calibration, accuracy, and use of evidential breath testing devices.
- i. Upon receipt of a request from the Director of the Department of Public Safety or his designee, provide scientific evaluation regarding the accuracy and reliability of breath testing devices (evidential, preliminary, and interlock) not presently approved for use in the State of Nevada, and issue to the Director, a comprehensive report and evaluation of such instruments.

- j. On or about April 15, July 15, October 15 and January 15 of each year provide the Director of the Department of Public Safety a quarterly statistical report on the number of evidential and preliminary breath testing devices calibrated, maintained and repaired to include: Date of calibration, serial number, the agency services were provided to and location of the device.
- k. On or about April 15, July 15, October 15 and January 15 of each year provide the Director of the Department of Public Safety a quarterly statistical report to include: Number of Officers trained for certification as evidential breath test operators and preliminary breath test instructors and identify from which law enforcement agencies the officers were trained, number of court cases, and miles traveled in the course of duties.
- l. Invoice the Department of Public Safety on a monthly basis for one-twelfth of the agreed upon contract amount.
- m. All reports and communications are to be directed to:

Fiscal Manager
Department of Public Safety
555 Wright Way
Carson City, NV 89711
775-684-4519