

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

TUESDAY

10:00 A.M.

JULY 9, 2013

PRESENT:

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

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

The Washoe County Board of Commissioners convened at 10:02 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

The Board recognized and read the 19 names of the Granite Mountain Hotshot firefighters killed in the Yarnell Hill Fire in Arizona. Chairman Humke called for a moment of silence to honor the victims.

**13-583      AGENDA ITEM 3 – PUBLIC COMMENT**

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

Guy Felton read from a prepared statement, which was placed on file with the Clerk. The statement described his background and covered some of his issues and concerns.

**10:09 a.m.**      The Board recessed due to a disruption from the audience.

**10:10 a.m.**      The Board reconvened.

**\*10:11 a.m.**      Commissioner Weber arrived.

Christopher Corbett submitted a written document regarding SB 378, the Nevada Liberty Preservation Act. He said the Act, although imperfect, would have been a

positive step toward restoring the civil liberties and inherent rights of all Nevadans. A copy of his written statement was placed on file with the Clerk.

Sam Dehne spoke about freedom of speech, the United States Constitution and patriotism.

Yvonne Wood-Antonuccio commented on the merits of AB 46, and remarked that she was aware of the positive impacts healthy schools had on a community. As a property owner, she would be happy to be assessed the additional taxes proposed by AB 46 and to pay the increased sales tax. She believed the Washoe County School District was in desperate need of additional revenue to keep the schools safe and remain well maintained.

**13-584            AGENDA ITEM 4 – ANNOUNCEMENTS**

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

Commissioner Hartung requested an agenda item about issues arising from the Nevada Lands Management Task Force meeting. He said fire suppression, wild horses, illegal dumping and concerns that potentially could cost the County a large amount of money needed to be addressed. He also requested staff create a map depicting the location of all Bureau of Land Management (BLM) lands in order to review the portion the State and/or County would want in their purview. He hoped that map could be presented during the August 13th Commission meeting.

Commissioner Berkbigler asked if a grants writer was on staff. John Berkich, Interim County Manager, replied that the County had a Grants Administrator in the County Manager’s Office and noted that several departments had their own grant writers. Commissioner Berkbigler requested a review and status of the Flood Control Project. Mr. Berkich indicated that the Executive Director of the Flood Control Project was scheduled to appear during the August 13th Commission meeting. Commissioner Berkbigler also requested an agenda item concerning a land swap in Incline Village regarding a particular access to Lake Tahoe.

Commissioner Weber suggested a workshop be scheduled to discuss public lands and land swaps. She asked to be notified when the Animal Services audit would be placed on an agenda. She announced that she was re-elected to the National Association of Counties (NACo) Board of Directors for the State of Nevada.

**CONSENT AGENDA**

**13-585      AGENDA ITEM 5A - FINANCE**

**Agenda Subject:** “Approve and execute the Resolution levying tax rates for all Washoe County entities for the 2013-2014 fiscal year. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5A be approved and executed. The Resolution for same be attached hereto and made a part of the minutes thereof.

**13-586      AGENDA ITEM 5B – HUMAN RESOURCES**

**Agenda Subject:** “Accept donation [\$500] for the Washoe County Scholarship Fund; and direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked former County Manager Katy Simon for her generous donation.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5B be accepted and directed.

**13-587      AGENDA ITEM 5C(1) – COMMUNITY SERVICES**

**Agenda Subject:** “Approve the Water Rights Deed transferring 2.00 acre-feet of water rights from Washoe County to Chilton Children’s Trust, dated December 21, 2012. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5C(1) be approved.

**13-588      AGENDA ITEM 5C(2) – COMMUNITY SERVICES**

**Agenda Subject:** “Authorize Chairman to execute a CC-230 Verification Form for the Community Rating System (CRS) Five-Year Cycle Recertification Submittal to the National Flood Insurance Program for a review and evaluation of the CRS program with the anticipated continued reduction in flood insurance policy premiums. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5C(2) be authorized and executed.

**13-589            AGENDA ITEM 5C(3) – COMMUNITY SERVICES**

**Agenda Subject: “Approve the State of Nevada Manufacturer’s (Brew Pub) License, with recommendations contained in the staff report, for Lovely Rita’s Brewing Company, LLC dba Under the Rose Brewing Company; and if approved, authorize each Commissioner to sign the State of Nevada Application for Manufacturer’s License with direction for the County Clerk to attest the license application. (Commission District 3.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5C(3) be approved, authorized, executed and directed.

**13-590            AGENDA ITEM 5C(4) – COMMUNITY SERVICES**

**Agenda Subject: “Approve Washoe County Commission Chairman Humke’s recommendation to appoint Lee Lawrence to the Washoe County Board of Adjustment representing District 4 for a term beginning July 1, 2013, and ending June 30, 2017, or until such time as a successor is appointed. (Commission District 4.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Lee Lawrence be appointed to the Washoe County Board of Adjustment representing District 4 for a term beginning July 1, 2013, and ending June 30, 2017, or until such time as a successor is appointed.

**13-591            AGENDA ITEM 5C(5) – COMMUNITY SERVICES**

**Agenda Subject: “Adopt a Resolution declaring Washoe County’s intent to reconvey a donated parcel of property known as APN 534-071-05, located off Rockwell Drive in Washoe County, Nevada, to the original donor Arthur M. Pastel; and approve the Reconveyance Deed as defined within NRS 244.290. (Commission District 4.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5C(5) be approved and adopted. The Resolution for same is attached hereto and made a part of the minutes thereof.

**13-592            AGENDA ITEM 5C(6) – COMMUNITY SERVICES**

**Agenda Subject: “Approve a temporary Water Rights Lease Agreement pursuant to NRS 277.050 between Washoe County and Truckee River Flood Management Authority retroactive to June 1, 2013 providing [\$13,351.25] in annual revenue. (Commission District 3.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5C(6) be approved.

**13-593            AGENDA ITEM 5C(7) – COMMUNITY SERVICES**

**Agenda Subject: “Approve Water Rights Banking Agreement between Washoe County and RT Merchant, LLC, which holds for the benefit of RT Merchant or its assigns 101.33 acre-feet of Truckee River water rights appropriated under Permit No. 63449. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5C(7) be approved.

**13-594            AGENDA ITEM 5D(1) - LIBRARY**

**Agenda Subject: “Approve reimbursement to Library Trustee, Mark Brant, [not to exceed \$440] from the Library’s FY 2012-13 Travel line Item (130100-711210), and [not to exceed \$320] from its FY 2012-13 Seminars and Meetings line item (130100-710509), for attending the American Library Association’s Annual Conference in Chicago. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5D(1) be approved.

**13-595            AGENDA ITEM 5D(2) - LIBRARY**

**Agenda Subject:** “Accept donation [\$500] from Catalyst IT, and [\$75] from C&P Bibliography Services for sponsorship of the KohaCon 2013 conference; and direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked Catalyst IT and C&P Bibliography Services for their generous donations.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5D(2) be accepted and directed.

**13-596            AGENDA ITEM 5D(3) - LIBRARY**

**Agenda Subject:** “Approve Library Services and Technology Act grant through the Nevada State Library and Archives [\$60,200, with a 10% local in-kind match required], for a retroactive term from June 3, 2013 through June 30, 2014, for meeting room enhancements; direct Finance to make the necessary budget adjustments; and authorize the Director to sign the grant award documents. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5D(3) be approved, directed, executed and authorized.

**13-597            AGENDA ITEM 5D(4) - LIBRARY**

**Agenda Subject:** “Approve the Abolishment of three vacant positions funded through the Library Expansion Fund: Library Aide (PCN 70001952; Library Assistant III (PCN 70002110); and Librarian II (PCN 70002117). (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5D(4) be approved.

**13-598            AGENDA ITEM 5E(1) - MANAGER**

**Agenda Subject:** “Approve the updated 2013 Washoe County Grant Management Policy Manual. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5E(1) be approved.

**13-599      AGENDA ITEM 5E(2) - MANAGER**

**Agenda Subject: “Accept a 2014 State Emergency Response Commission grant [\$34,000, no County match required] and if accepted, authorize Chairman to execute a Resolution to subgrant funds to other governments and nonprofits which make up LEPC as follows: [\$4,000] for LEPC Operations; [\$6,647] for the Truckee Meadows Fire Protection District for Gas Monitor’s and Calibration Gas; [\$3,013] for the TRIAD Hazmat Team for a MiniRAE 3000 Monitor; and [\$20,340] for REMSA for Masimo Rad 57 Co-Oximeter’s; and, authorize the County Manager, or his designee, to sign Contracts with local LEPC members. Grant term July 1, 2013 through June 30, 2014; and direct Finance to make the necessary budget adjustments. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5E(2) be accepted, authorized, executed and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**13-600      AGENDA ITEM 5F(1) - SHERIFF**

**Agenda Subject: “Accept grant award [\$10,000, no match required], from the US Department of Justice, Drug Enforcement Administration (DEA) for Domestic Cannabis Eradication Suppression Program to be used to pay for overtime and other expenses associated with domestic cannabis eradication. Grant term is 1/1/13 through 12/31/13; and direct Finance to make the necessary budget adjustments. (All Commission Districts.)”**

In response to a question from Chairman Humke, Lieutenant Tim O’Connor, Washoe County Sheriff’s Office (WCSO), explained that this item would not target anything within the new legislation. He said there were illegal marijuana groves taking place on U.S. Forestry lands. This type of funding could be utilized by the WCSO to target such groves, but did not fall under the purview of the new marijuana laws regarding dispensaries or legal use of marijuana. Chairman Humke stated this would continue the work against the illegal material, but the legal material would be highly limited with the new legislation. Lieutenant O’Connor stated that was correct.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5F(1) be accepted and directed.

**13-601            AGENDA ITEM 5F(2) - SHERIFF**

**Agenda Subject: “Approve Sheriff’s Security Agreement between Reno-Tahoe Open Foundation and the County of Washoe on Behalf of Washoe County Sheriff’s Office, estimated costs will be [\$43,000] to provide uniformed Deputy Sheriffs for security during the 2013 Reno Tahoe Open Golf Tournament, July 29, 2013 through August 4, 2013. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5F(2) be approved.

**13-602            AGENDA ITEM 5F(3) - SHERIFF**

**Agenda Subject: “Accept grant award [\$7,100, no County match], from Join Together Northern Nevada to cover overtime costs related to Enforcing Underage Drinking Laws (EUDL) activities. Grant term is 7/1/13-5/31/14; and direct Finance to make necessary budget adjustments. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5F(3) be accepted and directed.

**13-603            AGENDA ITEM 5F(4) - SHERIFF**

**Agenda Subject: “Approve Law Enforcement Funding Agreement between Black Rock City, LLC and Washoe County, on relation of the Washoe County Sheriff’s Office to provide reimbursement for extra staffing needed in the Gerlach/Empire area during the annual Burning Man Festival for 2013. Estimated total reimbursement for staffing is [\$85,000] for law enforcement activities related to the 2013 Burning Man Event. (All Commission District.)”**

Paul Lipparelli, Legal Counsel, confirmed that this agreement was between Black Rock City, LLC and Washoe County to reimburse Washoe County for the extra time that law enforcement would devote to public safety during the Burning Man Festival. He clarified it did not represent subsidizing a private event.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5F(4) be approved.

**13-604            AGENDA ITEM 5F(5) - SHERIFF**

**Agenda Subject: “Approve Forensic Support Services Agreements between Washoe County on behalf of the Washoe County Sheriff’s Office Forensic Science Division and The Board of Regents of The Nevada System of Higher Education on Behalf of the University of Nevada, Reno Police Services [income \$5,978] and Western Shoshone Tribe on Behalf of Western Shoshone Tribal Police Department [income \$3,000] for Forensic Laboratory Analysis Service fees for the term of July 1, 2013 to June 30, 2014 a combined income of [\$8,978]. (All Commission Districts.)”**

There was no public comment on this item.

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

**BLOCK VOTE**

The following Agenda Items were consolidated and voted on in a block vote: 8 and 9.

**13-605            AGENDA ITEM 8 - PURCHASING**

**Agenda Subject: “Recommendation to award Bid No. 2858-13 for a new Self-propelled High Efficiency Impervious Surface Sweeper to the lowest, responsive, responsible bidder, Tennant Sales and Service Company, 701 North Lilac, Minneapolis, MN 55422, [net amount \$199,064.68], on behalf of the Engineering and Capital Projects Division of the Washoe County Community Services Department. This award is 100% grant funded by a subgrant from the Nevada Department of Conservation and Natural Resources, Division of Environmental Protection. (Commission District 1.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 8 be awarded.

**13-606            AGENDA ITEM 9 – DISTRICT COURT**

**Agenda Subject: “Recommendation to approve the Professional Services Agreement for Adult Drug Court and Diversion Court Life Skills Services between the District Court and Case Management Services, [\$120,879] retroactive to July 1, 2013, for the period July 1, 2013 to June 30, 2014. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 9 be approved.

**13-607      AGENDA ITEM 6 - APPEARANCE**

**Agenda Subject: “Amy Harvey, Washoe County Clerk. Notice of resignation/retirement from Office of Washoe County Clerk.”**

Amy Harvey, County Clerk, recited a quote that said, “life is what happens when you are busy making plans.” She thanked the Board of County Commissioners (BCC) for their support over the years and thanked her fellow County elected officers. She thanked County management and said they were a terrific team to work with and stated that the County employees were wonderful. Ms. Harvey thanked her staff and commented, “with any leader if there were not good people supporting the leadership, the job could not be done.” She thanked her family for being supportive in the many elections and the time they gave to her campaigns. Ms. Harvey also thanked the County citizens for their constant trust and support in continuing to elect her to office.

Ms. Harvey recommended Nancy Parent, Chief Deputy Clerk, be appointed to finish the current term of office until 2014. She commented that Ms. Parent would continue to serve the Office and the BCC with professionalism and integrity and would be a strong advocate to continually work toward better service for citizens.

Commissioner Jung said that Ms. Harvey was an inspiration and that she had embraced her when she first became a Commissioner.

Commissioner Hartung said Ms. Harvey was an amazing personality and said she never lost her composure under pressure. He said she was a dear friend and that he would miss her as the County Clerk. He appreciated her service to the County and her friendship.

Commissioner Berkbigler appreciated the help and guidance that Ms. Harvey offered her after being elected.

Commissioner Weber thanked Ms. Harvey for everything she had accomplished. She said her advocacy for the Courthouse would always be remembered and all the special events that she was involved in and orchestrated. Commissioner Weber believed that Ms. Harvey was the matriarch of the County.

Chairman Humke spoke on Ms. Harvey’s involvement with the Legislature and appreciated how she campaigned for longer hours in the Clerk’s Office.

John Berkich, Interim County Manager, said there had been a tremendous working relationship with Ms. Harvey. He appreciated the service point that was created

with the consolidation and move of the Clerk's Office to the County Complex. He stated that the cooperative attitude and the relationship with the other departments was fostered by Ms. Harvey.

Paul Lipparelli, Legal Counsel, said he always found comfort in knowing the Ms. Harvey was in charge of the Clerk's Office, which was an important legal function of the County.

Ms. Parent commented that Ms. Harvey had taught her so much about the State's Constitution, politics, the Legislature and how to be a public servant. She thanked her for leaving a great team in the Clerk's Office and appreciated her tutelage, guidance, wisdom and leadership.

In response to the call for public comment, Sam Dehne agreed that Ms. Harvey was the matriarch of the County and wished her well in her future endeavors.

Tammi Davis, Treasurer, thanked Ms. Harvey for the example she set of grace and public service.

There was no action taken on this item.

**13-608      AGENDA ITEM 7 - CLERK**

**Agenda Subject: "Recommendation to approve appointment of Nancy Parent as Washoe County Clerk effective July 26, 2013, to fill unexpired term. (All Commission Districts.) Requested by Chairman Humke."**

Nancy Parent, Chief Deputy Clerk, appreciated the Board considering the recommendation to appoint her as Washoe County Clerk. She stated she was ready for the job and would be honored to be the next County Clerk.

In response to the call for public comment, Garth Elliott felt that the Office of County Clerk would be left in good hands with the appointment of Ms. Parent.

Sam Dehne agreed with the recommendation to appoint Ms. Parent as the next County Clerk.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Nancy Parent be appointed as the Washoe County Clerk effective July 26, 2013, to fill the unexpired term.

Ms. Parent thanked the Board for their confidence, and said she would follow in the tradition of public service set forth by retiring County Clerk Amy Harvey.

**AGENDA ITEM 11 - TREASURER**

**Agenda Subject:** “Discussion and possible direction regarding the Incline Village/Crystal Bay Property Tax Refund project and process pursuant to the Nevada Supreme Court opinion dated July 7, 2011 in Case No. 54947 which upheld an earlier Court order directing the Washoe County Treasurer to issue refunds of overpaid taxes and interest to approximately 8,700 taxpayers in the Incline Village/Crystal Bay area of Washoe County, including but not limited to a review of the process, summary of total numbers of refunds, issues and concerns with completing the refunds, such as returned mail, and any steps still remaining to be completed to fulfill the order of the Court, and other items related to the completion of this order of the Court. (All Commission Districts.)”

Tammi Davis, Treasurer, updated the Board on the Incline Village/Crystal Bay tax refund project. The update included a review of the process, a summary of the total number of refunds, the issues and concerns with completing the refunds such as returned mail, the steps remaining to fulfill the order of the Court, and other items related to the completion of the order of the Court. Ms. Davis noted that the total amount of refunds issued was \$44,820,086. She thanked her dedicated staff for their hard work and the many hours dedicated to this project and the other departments that assisted with the process.

There was no public comment on this item.

Chairman Humke commended the Treasurer’s Office on completing this daunting task and said the Board was proud of the job that was completed.

On behalf of her constituents in Incline Village, Commissioner Berkbigler thanked Ms. Davis for the efforts put into this project.

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

**AGENDA ITEM 10 – TRUCKEE MEADOWS FIRE PROTECTION DISTRICT/MANAGEMENT SERVICES**

**Agenda Subject:** “Status update and possible direction to staff regarding the activities of the EMS Working Group, the TriData report on the Emergency Medical Services system in Washoe County, regional Dispatch, and related efforts. (Requested by Commissioner Humke.)”

Truckee Meadows Fire Protection District (TMFPD) Fire Chief Charles Moore said that the staff report indicated that an agreement had been reached on a commodities exchange; however, that agreement had not quite been reached. He said the issue pertained to the replacement of medical soft goods by the Regional Emergency Medical Services Authority (REMSA) to fire service agencies that provided non-

pharmaceutical supplies in the treatment of patients transported by REMSA. He believed it was close to being agreed upon. That agreement was important because when treating a patient the fire departments used certain soft goods and/or pharmaceuticals. With no reimbursement to fire departments, the cost for that particular treatment was borne by the taxpayers. Chief Moore explained that REMSA did not specifically bill for those soft goods since they were billed into their transport costs, but if fire departments and taxpayers paid for those soft goods that would be a cost differed by REMSA and, in effect, was not felt to be equitable. He said issues related to governance, dispatch and the Franchise Agreement still remained under discussion. Imbedded within the aforementioned issues were:

- ✓ Data sharing
- ✓ Emergency medical dispatch and call processing
- ✓ Response time improvement and service levels
- ✓ Commonality between fire agencies and REMSA in training, medical protocols, policies and procedures
- ✓ Role of fire service agencies in pre-hospital care
- ✓ Radio communications
- ✓ Quality assurance
- ✓ Common medical direction

Chief Moore stated that the EMS Working Group had given themselves about 120 days to finish negotiations on the matters that lied ahead and he hoped that was achievable.

Commissioner Berkbigler inquired on the study for response records between all the entities. Chief Moore replied that Dr. Randall Todd from the Health District was completing that in-house study. Commissioner Berkbigler asked if the goal was to have one common medical director. Chief Moore replied that was possible, but a more important goal was to have one set of medical protocols.

Commissioner Hartung thought that REMSA historically had reimbursed the drugs in some form. He asked if it would be ensured that reimbursement was a fair and equitable process for fire service agencies and REMSA. Chief Moore clarified that as far as pharmaceuticals, drugs had never been exchanged. He explained there needed to be tight control where that was concerned. What were exchanged were certain soft goods, for instance bandage rolls and such. Commissioner Hartung appreciated the clarification. Chief Moore said the system envisioned was for fire agencies to document the soft goods used and then present that list to REMSA to reorder and then be replenished on a monthly basis.

Chairman Humke was surprised that soft goods were still under negotiation since it seemed to be the easiest of issues. He said there was a clear, equitable position for the County since the soft goods were being provided to County citizens. If that person was then transported by REMSA, in effect, REMSA would charge that patient's insurance company or charge them directly for those goods. Chief Moore said

an agreement was arrived for the exchange coming back, but being negotiated was the process by which fire service agencies accounted for what was used on the patient and what REMSA gave back to the fire agency. Chief Moore said REMSA had committed to exchange the soft goods. He restated being negotiated was how to make the exchange.

Chairman Humke stated his dissatisfaction. He thought about turning to the citizens to provide soft goods to fire services to help with replenishment if the other transport provider would not accommodate the exchange.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 10 be accepted.

**13-611            AGENDA ITEM 12**

**Agenda Subject: “Discussion and possible action with regard to administrative matters pertaining to the Washoe County Board of Commissioners, including the service of individual Commissioners on various boards and commissions and the adopted Rules and Procedures for the Board of Commissioners. Possible action taken may include appointment and reappointment of Commissioners to boards and commissions, alteration of terms of service on boards and commissions where legally permissible, amendment, additions to and/or repeal of the 2012 Rules and Procedures, and such other action as the Board of Commissioners may desire to take in regard to these administrative matters. (All Commission Districts.)”**

In regard to the Nevada-Tahoe Conservation District, Commissioner Berkbigler noted that she had a conflict attending that meeting due to another meeting scheduled at the same time. She said it would benefit her to have a staff person attend when she was unable to attend that meeting. Commissioner Berkbigler recommended County Liaison Sarah Tone for the Nevada-Tahoe Conservation District because she was very familiar with Lake Tahoe issues. Commissioner Hartung seconded the motion.

Commissioner Weber asked if that was a proper appointment. She felt a staff member from the Planning Department may be more appropriate.

Chairman Humke agreed with the recommendation of Ms. Tone, but asked if the Board would be impinging on the authority of the chain of command. He asked if Interim County Manager John Berkich could determine the best staff person for that position.

Commissioner Berkbigler withdrew the motion.

Mr. Berkich replied that staff would work with Commissioner Berkbigler to arrive at options for the appropriate person to assist with the Nevada-Tahoe Conservation District.

Commissioner Berkbigler indicated she had been working on the Economic Development Authority of Western Nevada (EDAWN) with former County Manager Katy Simon, and stated her desire to be appointed to that board.

Commissioner Jung asked when the EDAWN Board met. Mr. Berkich stated it was a monthly board meeting, but he was uncertain on which day of the month they met.

Commissioner Weber inquired if this position required an alternate. Paul Lipparelli, Legal Counsel, explained that the Legislature had changed the laws on alternates, which now indicated if the statute or ordinance that created a public body provided for alternates they could be used, but if the State law or ordinance that created a public body did not provide for alternates then the Board could not have alternates. In the case of the Nevada-Tahoe Conservation District, the representatives from the cities and counties that served on the board shall designate an alternate to replace the representative in their absence. He said every board could be reviewed to see if alternates were allowed or contemplated.

Commissioner Hartung asked if the Board could appoint an alternate if the statute was silent. Mr. Lipparelli replied that he needed to review the new legislation, but the silence would mean there would be no alternates.

Commissioner Jung was informed that EDAWN met on the third Thursday of every month.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Commissioner Berkbigler be appointed to EDAWN and Commissioner Jung be appointed as the alternate for EDAWN.

There was no further action on this item.

**13-612      AGENDA ITEM 14**

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

Commissioner Weber said the Oversight Advisory Board for Water Service in Verdi had been listed for years on the Commissioners Boards and Commissions. She questioned when that Board could be removed from the list since they no longer met. She asked how other boards that Commissioners sat on, such as appointments from the Governor’s Office, could be reported on and/or listed on the agenda. She also inquired on a discussion she felt was needed to relate concerns to the Governor’s Office about boards that elected officials were appointed to from that office in regard to the availability and frequency of those meetings. John Berkich, Interim

County Manager, suggested drafting a letter to the Governor's Office from the Chairman, on behalf of the Commission, pointing out those concerns. Commissioner Weber appreciated the suggestion.

Commissioner Weber said a Regional Planning Governing Board (RPGB) meeting was scheduled for July 18th and the Regional Transportation Commission (RTC) was scheduled to meet on July 19, 2013. She shared some concerns about certain drainage culverts and easements that needed to be addressed at some time.

Commissioner Hartung had many concerns after attending the Nevada Lands Task Force meeting. He said there was a good deal of support by many of the counties that had mineral resources to gain, but it would be difficult for Washoe County to pay for the management and maintenance of those lands since this County did not have those types of mineral resources. He said there were great concerns about wild fire suppression, wild horses, illegal dumping and managing those lands. He suggested an alternate be appointed to the Task Force and noted it would be incumbent for the Board to "look before we leap."

Commissioner Jung reported that the District Board of Health (DBOH) had previously directed staff to conduct a fundamental review of the Health Department. She was concerned because the fundamental review was being proposed by an advocacy professional organization that dealt with boards of health, and she felt that it would not be a true fundamental review. Commissioner Jung stated that she would continue to follow this and report the process and status to the Board.

Commissioner Berkbigler said the Tahoe Regional Planning Agency (TRPA) had met and had discussions regarding the Regional Plan that essentially had been accepted by the Judge, with a requirement for the Sierra Club to pay for the information they requested. She added that after Douglas County had submitted their Area Plan, the Sierra Club submitted a list of their concerns with that Plan. She acknowledged that the Washoe County Area Plan was close to being submitted and hopefully any foreseen concerns by the Sierra Club could be rectified. She also announced the Shared Federal Framework meeting was scheduled for July 25th.

Chairman Humke said there was an issue in District 2 regarding the road condition of Van Tanna Parkway. He asked if a staff member from Public Works could review the situation and possibly hold a meeting for the citizens in that area. He acknowledged the 50th anniversary of the Supreme Court decision, *Gideon versus Wainwright*, which caused the public defender system to begin in jurisdictions that had not voluntarily had that system.

Chairman Humke acknowledged that the Truckee Meadows Fire Protection District (TMFPD) received an e-mail commending firefighter Greg Jackson who had been deployed to a fire in the Mount Charleston area. The e-mail described Mr. Jackson's understanding and professionalism. A copy of the e-mail was placed on file with the Clerk.

**13-613            AGENDA ITEM 15**

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

**12:30 p.m.**     On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that the meeting recess to a closed session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220.

**6:00 p.m.**     The Board returned with Commissioner Weber absent.

**13-614            AGENDA ITEM 13 - MANAGER**

**Agenda Subject: “Second reading and adoption of an Ordinance amending Chapter 5 of the Washoe County Code (Administration and Personnel) concerning Citizen Advisory Boards amending Section 5.429 changing the methods of recruitment and appointment of members, changing the methods of filling vacancies, creating alternatives for the selection of officers, eliminating the office of secretary-treasurer, changing the terms of office of members; and providing for other matters properly relating thereto. (Bill No. 1696). (All Commission Districts.)”**

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

Nancy Parent, Chief Deputy Clerk, read the title for Ordinance No. 1515, Bill No. 1696.

On motion by Commissioner Jung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Ordinance No. 1515, Bill No. 1696, entitled, "**AN ORDINANCE AMENDING CHAPTER 5 OF THE WASHOE COUNTY CODE (ADMINISTRATION AND PERSONNEL) CONCERNING CITIZEN ADVISORY BOARDS AMENDING SECTION 5.429 CHANGING THE METHODS OF RECRUITMENT AND APPOINTMENT OF MEMBERS, CHANGING THE METHOD OF FILLING VACANCIES, CREATING ALTERNATIVES FOR THE SELECTION OF OFFICERS, ELIMINATING THE OFFICE OF SECRETARY-TREASURER, CHANGING THE TERMS OF OFFICE OF MEMBERS; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO. (BILL NO. 1696),**" be approved, adopted and published in accordance with NRS 244.100.

**13-615**      **AGENDA ITEM 17**

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

There was no response to the call for public comment.

**COMMUNICATIONS**

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

**13-616**      Fully executed Resolution No. 13-1. A resolution adopting the International Fire Code, as ordinance: prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion; providing for the issuance of permits for hazardous uses or operations; and establishing a bureau of fire prevention and providing officers therefore and defining their powers and duties.

**13-617**      Fully executed Resolution No. 13-2. A Resolution for adoption of the International Wildland-Urban Interface Code.

**FISCAL REPORTS**

**13-618**      Washoe County School District’s Annual Fiscal Report. As required by NAC 354.561, the report was published in the *Reno Gazette Journal* on Friday, June 14th.

**FINAL BUDGETS**

**13-619**      Gerlach General Improvement District – Final Budget for Fiscal Year 2013/14.

**13-620**      Western Regional Water Commission – Final Budget for Fiscal Year 2013/14.

**13-621**      South Truckee Meadows General Improvement District (STMGID) - Final Budget for Fiscal Year 2013/14.

**13-622**      Sun Valley General Improvement District - Final Budget for Fiscal Year 2013/14.

**13-623**      Washoe County School District - Final Budget for Fiscal Year 2013/14.

- 13-624** Reno-Sparks Convention and Visitors Authority (RSCVA) - Final Budget for Fiscal Year 2013/14.
- 13-625** North Lake Tahoe Fire Protection District (NLTFPD) - Final Budget for Fiscal Year 2013/14.
- 13-626** City of Sparks - Final Budget for Fiscal Year 2013/14.
- 13-627** City of Sparks/Redevelopment Agency Area No. 1 - Final Budget for Fiscal Year 2013/14.
- 13-628** City of Sparks/Redevelopment Agency Area No. 2 - Final Budget for Fiscal Year 2013/14.

\* \* \* \* \*

**6:05 p.m.** There being no further business to discuss, on motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried with Commissioner Weber absent, the meeting was adjourned.

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

**ATTEST:**

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

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

RESOLUTION LEVYING TAX RATES FOR ALL WASHOE COUNTY ENTITIES  
FOR THE 2013-2014 FISCAL YEAR

WHEREAS, the Nevada Tax Commission has certified the combined tax rates for the 2013-2014 fiscal year; and

WHEREAS, the Board of County Commissioners are required, pursuant to NRS 361.460, to levy the tax rates for all local government entities in Washoe County for the fiscal period beginning July 1, 2013, and to designate the number of cents of each \$100 of property levied for each fund; and

WHEREAS; to confirm to the Nevada Department of Taxation the tax rates levied, the Department of Taxation has requested county commissions to adopt the resolution levying the tax rates of all local entities pursuant to NRS 361.460 and forward a copy of the Resolution to the Department;

NOW THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Washoe County, Nevada, hereby levy the tax rates for all local government entities in Washoe County as such rates have been certified by the Nevada Tax Commission;

BE IT FURTHER RESOLVED, that the tax rates for all local government entities in Washoe County for the fiscal year 2013-2014 as certified and levied are shown on the attached exhibits; and

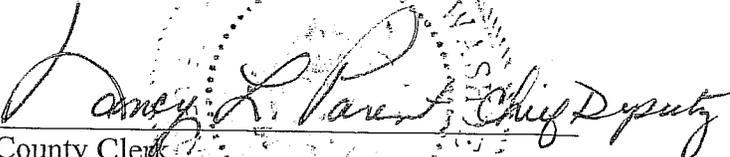
BE IT FURTHER RESOLVED, that the tax rate for Washoe County be designated and distributed for each fund as shown on the attached exhibits; and

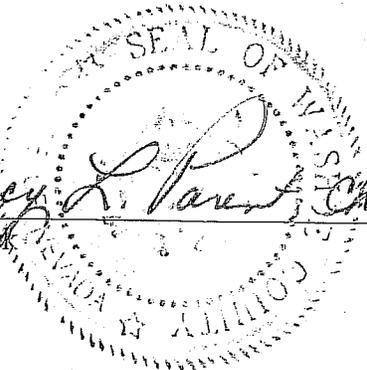
BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to distribute copies of this Resolution along with all attachments to the Nevada Department of Taxation, the Cities of Reno and Sparks, the Truckee Meadows Fire Protection District, the Sierra Fire Protection District, the Washoe County Treasurer, the Washoe County Comptroller, and the Washoe County Finance Director.

Adopted this 9<sup>th</sup> day of July, 2013.

  
\_\_\_\_\_  
Chairman, Washoe County Commission

Attest:

  
\_\_\_\_\_  
County Clerk



13-585

## RESOLUTION

A RESOLUTION DECLARING WASHOE COUNTY'S INTENT TO RECONVEY THE PROPERTY KNOWN AS APN 534-071-05 TO THE ORIGINAL DONOR, ARTHUR M. PASTEL, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY, SUBJECT TO THE PROVISIONS OF NEVADA REVISED STATUTES 244.290; AND ALL OTHER MATTERS PROPERLY RELATED THERETO

WHEREAS, Washoe County owns a certain parcel of real property in Washoe County at Rockwell Blvd known as Assessor's Parcel Number 534-071-05, which parcel is approximately 2.62 acres in size, and more specifically described as:

All that certain parcel of land situated within the Southwest one-quarter of Section 35, Township 21 North, Range 20 East, Mount Diablo Base and Meridian, Washoe County, Nevada, being more particularly described as follows:

Beginning at the Southwesterly corner of Lot 1, Block 13 of SKY RANCH UNIT 1-A filed in the office of the Washoe County Recorder on October 16, 1979 under File No. 636073, said point being on the Easterly right-of-way line of State Highway 445 and also being the TRUE POINT OF BEGINNING;

Thence along the Southerly line of said Lot 1, S 48°45'58" E, a distance of 425.76 feet to a point on the Westerly right-of-way of Rockwell Boulevard;

Thence following said right-of-way line 64.42 feet along the arc of a curve to the left, having a radius of 390.00 feet and a central angle of 09°27'50" the chord of which bears S 05° 19' 05" W;

Thence continuing along said right-of-way line, S 00°35'10" W, a distance of 75.29 feet;  
Thence leaving said right-of-way line, N 78°39'45" W, a distance of 522.46 feet to a point on the Easterly right-of-way of said Highway 445;

Thence along said Highway 445, N 32°25'05" E, a distance of 222.33 feet;

Thence continuing along said Highway 445, 152.11 feet along the arc of a curve to the left having a radius of 5,125.00 feet and a central angle of 01°42'02" to the True Point of Beginning.

EXCEPTING any portion lying within the right-of-way of Pyramid Highway as it now exists.

Previously described in Document Number 742247 recorded June 5, 1981 Official Records Washoe County.

And which is shown on the attached map (hereinafter referred to as the "donated parcel") and;

WHEREAS, Washoe County acquired the subject parcel from the original developer at no cost for use as a future sheriff's substation or roads yard on May 26, 1981 and;

WHEREAS, due to the expansion of the Sparks City and its sphere of influence and services areas, this parcel is not needed for use by the Sheriff's office or as a roads yard as originally envisioned and;

WHEREAS, Nevada Revised Statutes, 244.290 (1) authorizes reconveyance of land dedicated for public purposes, when the Board of County Commission determines that maintenance of the property is unnecessarily burdensome to the county and reconveyance would be in the best interest of the county and its residents the Board may formally adopt a Resolution so stating; and

WHEREAS, Upon adoption of the resolution, the Chair or authorized representative of the board shall issue a written offer of reconveyance to the person from whom the real property was received or acquired or that person's successor of interest; and

WHEREAS, Washoe County has already received a letter requesting reconveyance of the "donated parcel" to the original property owner, and

WHEREAS Subject to NRS 244.290, the Board of County Commissioner's hereby finds that it is an appropriate process to follow due to the liability and unnecessary burden of maintenance obligations; and

NOW, THEREFORE, be it so resolved by the Washoe County Board of County Commissioners as follows:

1. On the basis of the recitals stated above the Board of County Commissioners ("the Board") of Washoe County hereby declares it is in the best interests of Washoe County and its residents for Washoe County to reconvey the subject "donated parcel" to the original property owner, Arthur M. Pastel and hereby declares its intent to do so.
2. The reconveyance shall be made without any payment or compensation from or to Washoe County for this action, and the subject reconveyance shall be evidenced by a Deed executed by the Chairman, as required by NRS 244.290, and attached hereto.

11.C.61

3. The reconveyance will return the subject "donated parcel", as is where is, and further encumbered by any and all easements and without any water rights or any commitment thereof.

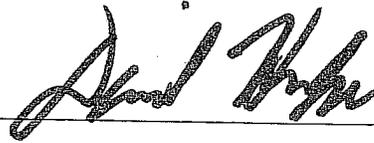
ADOPTED this 9<sup>th</sup> day of July, 2013 by the following vote:

AYES: Humke, Weber, Jung, Benckley & Hartung

NAYS: none

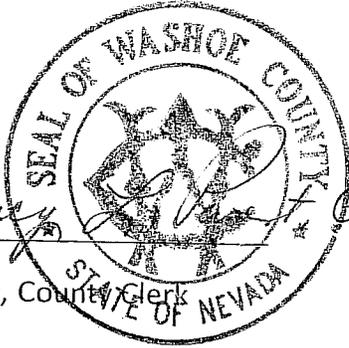
ABSENT: none

ABSTAIN: none



David Humke, Chairman

ATTEST:



Jamy Harvey Chief Deputy

for Amy Harvey, County Clerk

13-571

# RESOLUTION ON SUBGRANTS OF STATE EMERGENCY RESPONSE COMMISSION GRANT

\*\*\*\*\*

WHEREAS, Washoe County is a member of the Local Emergency Planning Committee (LEPC) and has been awarded a grant from the State Emergency Response Commission (SERC) in the amount of \$34,000.00 in support of local hazardous materials emergency response plans; and

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

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

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

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

Washoe County Emergency Mgt.	\$4,000.00	LEPC Operations
TMFPD	\$6,647.00	Gas Monitor's & Calibration Gas
City of Reno, TRIAD Hazmat Team	\$3,013.00	MiniRAE 3000 Monitor
REMSA	\$20,340.00	Masimo Rad 57 Co-Oximeter's

ADOPTED this 9th day of July, 2013.



\_\_\_\_\_  
David Humke, Chairman  
Washoe County Commission

ATTEST:

  
Washoe County Clerk



110-01

552

**FORENSIC SUPPORT SERVICES AGREEMENT**

**BETWEEN**

**WASHOE COUNTY ON BEHALF OF  
THE WASHOE COUNTY SHERIFF'S OFFICE**

**AND**

**THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION  
ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO, POLICE SERVICES**

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, hereinafter referred to collectively as WASHOE, and **THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION** on behalf of the **UNIVERSITY OF NEVADA, RENO, POLICE SERVICES**, hereinafter referred to as USER.

**WITNESSETH:**

**WHEREAS**, pursuant to NRS 277.180, WASHOE and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

**WHEREAS**, USER desires to acquire the assistance of WASHOE in providing USER the use of WASHOE'S Forensic Support Facilities and Services;

**WHEREAS**, WASHOE desires to provide its assistance to USER in regard to the use of WASHOE'S Forensic Support Facilities and Services;

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

**1. SERVICES PROVIDED:** Unless otherwise provided and/or amended by written agreement of the parties hereto, WASHOE shall provide for USER forensic analyses within the existing capabilities of WASHOE as set forth in Exhibit B, attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of WASHOE change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, upon reasonable notice should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.

A. For fiscal year 2013/2014 USER shall pay to WASHOE a fee of \$5,978.00, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in Exhibit B, attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

12-007

SF5<sup>2</sup>

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in Exhibit B, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.

**2. INDEMNIFICATION:** USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

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

**3. MODIFICATION:** Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

**4. EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2013 and terminate as of June 30, 2014.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year, not to exceed four (4) additional years, by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties

100-51

agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 6/4/13

BY: *Ashtynek Lee Sherry Haley*  
WASHOE COUNTY SHERIFF

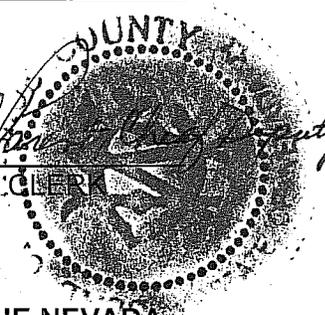
**WASHOE COUNTY BOARD OF COMISSIONERS**

DATE: *July 9, 2013*

BY: *Paul Taha*  
CHAIRMAN

DATE: *July 9, 2013*

ATTEST: *Janey L. ...*  
WASHOE COUNTY CLERK



**BOARD OF REGENTS OF THE NEVADA  
SYSTEM OF HIGHER EDUCATION ON BEHALF  
OF THE UNIVERSITY OF NEVADA, RENO,  
POLICE SERVICES**

DATE: *5/22/2013*

BY: *Thomas L. Judy*  
Thomas L. Judy, Assoc. Vice President  
Business and Finance

100-01

## Exhibit B

### Services Provided Under the Forensic Science Division Contract (No Crime Scene/Photo Laboratory Services Included)

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

#### Arson (Ignitable liquids)

#### Qualitative Testing of Controlled Substances

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

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

#### Shoeprint and Tire Track Comparison

#### Firearms/Toolmark Examinations

- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

13-001

## **Latent Print Processing**

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

## **Primary Examination**

- Presumptive and Confirmatory Stain Characterization
  - Semen (presence of sperm cells)
  - Seminal fluid (absence of sperm cells)
  - Saliva
  - Blood including Human Blood
- Determination of human vs animal hair and suitability of hair for DNA testing

## **DNA Analysis**

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$250.00 per hour

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on clandestine manufacture of drugs. This inability is limited to drug analysis not crime scene response.
- Analysis of the contents of syringes; unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair, chemical unknowns, physical match and explosive materials
- Document examination such as handwriting comparisons
- With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

1234

**The following services can be offered on a fee for service basis:**

**Crime Scene Investigation**

- Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
  - 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

**Photo Laboratory services can be provided per the following fee schedule:**

- \$25.00 per CD

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

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

100-51

**FORENSIC SUPPORT SERVICES AGREEMENT  
BETWEEN  
WASHOE COUNTY ON BEHALF OF  
THE WASHOE COUNTY SHERIFF'S OFFICE  
AND  
WESTERN SHOSHONE TRIBE ON BEHALF OF  
WESTERN SHOSHONE TRIBAL POLICE DEPARTMENT**

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, hereinafter referred to collectively as **WASHOE**, and **WESTERN SHOSHONE TRIBE** on behalf of the **WESTERN SHOSHONE TRIBAL POLICE DEPARTMENT**, hereinafter referred to as **USER**.

**W I T N E S S E T H:**

**WHEREAS**, pursuant to NRS 277.180, **WASHOE** and **USER** may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

**WHEREAS**, **USER** desires to acquire the assistance of **WASHOE** in providing **USER** the use of **WASHOE'S** Forensic Support Facilities and Services;

**WHEREAS**, **WASHOE** desires to provide its assistance to **USER** in regard to the use of **WASHOE'S** Forensic Support Facilities and Services;

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

1. **SERVICES PROVIDED:** Unless otherwise provided and/or amended by written agreement of the parties hereto, **WASHOE** shall provide for **USER** forensic analyses within the existing capabilities of **WASHOE** as set forth in **Exhibit A** attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of **WASHOE** change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

**WASHOE** staff shall be available, upon reasonable notice should **USER** require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for **USER** pursuant to this Agreement.

A. For fiscal year 2013/2014 **USER** shall pay to **WASHOE** a fee of **\$3,000**, which fee shall entitle **USER** to the use of the forensic laboratory services currently within the capability of **WASHOE** as such are more fully set forth in **Exhibit A** attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full on or before August 15th of the fiscal year. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by **USER** hereunder.

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B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit A**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.

**2. INDEMNIFICATION:** USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

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

**3. MODIFICATION:** Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

**4. EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2013 and terminate as of June 30, 2014.

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B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4-2-13

BY: *Markus Haley*  
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: July 9, 2013

BY: *David T. H.*  
CHAIRMAN

DATE: July 9, 2013

ATTEST: *Jane...*  
WASHOE COUNTY CLERK



USER

DATE: 5-21-13

BY: *Raymond Gonzalez Sr*

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## Exhibit A

### Full Services Provided Under the Forensic Science Division Contract

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

#### Arson (Ignitable Liquids)

#### Controlled Substances

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

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

#### Shoeprint and Tire track Comparison

#### Firearms/Toolmark Examinations

- Distance determination

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

## **Crime Scene Investigation**

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

## **Latent Print Processing**

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

## **Photo Laboratory Services**

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

## **Primary Examination**

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

## **DNA Analysis**

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)

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- DNA samples in addition to above limits can be processed at \$250.00 per hour

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

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

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

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

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