

Item # 8-1B

**City of Carson City
Agenda Report**

Date Submitted: July 7, 2009 **Agenda Date Requested:** July 16, 2009
Time Requested: Consent Agenda

To: Mayor and Supervisors
From: Carson City Sheriff's Office

Subject Title: Action to approve the acceptance of the Office of Criminal Justice Assistance Grant, TRINET Narcotics Task Force, in the amount of \$163,094.00.

Staff Summary: The Office of Criminal Justice Assistance administers grant funds to state and local units of government for a wide variety of programs to improve the criminal justice system. This grant provides partial funding for two positions assigned to the Tri-Net Narcotics Task Force.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve the acceptance of the Office of Criminal Justice Assistance Grant, TRINET Narcotics Task Force, in the amount of \$163,094.00.

Explanation for Recommended Board Action: The manufacture, cultivation, trafficking, sales and use of illicit narcotics continues to be a significant crisis in our geographical region. The TRINET Narcotics Task Force is a multi-jurisdictional narcotic task force which conducts and supports narcotics related investigations in Carson City, Douglas County and Lyon County.

Applicable Statute, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: This grant requires matching funds of \$109,411.00. This amount is already included in all budget documents previously presented to the Board of Supervisors.

Explanation of Impact: See Above

Funding Source: The funds for this project have been obtained through the Office of Criminal Justice Assistance.

Alternatives: No participation in the grant.

Supporting Material: Grant Application

Prepared By: Kathie Heath, Business Manager

Reviewed By:

(Department Head)

(City Manager)

(District Attorney)

(Finance Director)

Date:

7-7-09

Date:

7-7-09

Date:

7-7-09

Date:

7/7/09

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

OFFICE OF CRIMINAL JUSTICE ASSISTANCE
JUSTICE ASSISTANCE GRANT PROGRAM (JAG)

Title Page (4 points)

- A. Applicant Agency: Carson City Sheriff's Office
- B. Address: 911 E. Musser St.
- C. Project Title: Tri-Net Task Force
- D. Project Period: From: 07/01/09 To: 06/30/10
- E. Authorized Purpose Area: 1 - Law Enforcement
- F. If your County or City received a direct award, did you apply? Yes
- G. If yes, enter amount \$10,700

H. Project Director:

Name: Ray Saylo Title: Chief Deputy
Address: 911 E. Musser St City/Zip: Carson City 89701
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E-mail: RSaylo@ci.carson-city.nv.us

I. Fiscal Officer:

Name: Kathie Heath Title: Business Manager
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J. Project Contact Person :

Name: Steve Albertsen Title: Chief Deputy
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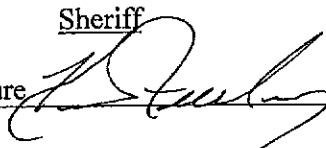
Previous Byrne Funding :

Year	Grant Number	Federal \$ Amount
2008	08JAG01	\$91,000
2007	07JAG01	\$61,163
	07JAG02	\$19,750
	07JAG03	\$115,854
	07JAG04	\$23,976
2006	06JAG01	\$121,109
2005	05JAG02	\$156,124

Budget Summary:

	Federal \$ Requested
Personnel	\$138,000.00
Consultant/Contract	\$0.00
Training	\$1,000.00
Supplies/Operating	\$8,000.00
Equipment	\$11,094.00
Confidential Funds	\$5,000.00
TOTAL FEDERAL \$ REQUESTED	\$163,094.00

Certification:

<p>The signature of the authorized official of the agency making application hereby certifies the accuracy of the information in this application and agrees to comply with all provisions of the applicable grant program.</p>			
Name:	<u>Ken Furlong</u>	Telephone	<u>(775) 887-2500</u>
Title:	<u>Sheriff</u>	Fax	<u>(775) 887-2026</u>
Signature		Date	6/11/09

Part 2. GENERAL OVERVIEW

The Tri-NET Narcotic Task Force was created in February 1988 with assistance from the Edward Byrne Memorial Grant Funds. Tri-NET has continued to grow and exist while utilizing the original Byrne Grant Funds and is now being funded by the Edward Byrne Memorial Justice Assistance Grant (JAG) Funds.

Tri-NET is a Multi-Jurisdictional Narcotic Task Force consisting of the following participating entities:

- Nevada Department of Public Safety (DPS) - Investigation Division
- Carson City Sheriff's Office
- Douglas County Sheriff's Office
- Lyon County Sheriff's Office
- Nevada National Guard Counter Drug Task Force
- Drug Enforcement Administration (DEA)

Tri-NET conducts and supports narcotics related investigations with focused enforcement efforts in the member agency counties of Douglas, Carson and Lyon. These three (3) counties cover a geographic area of approximately 3,146 square miles and have a combined static population of approximately 200,000 people. Additionally, there is a constant transient population of tourists throughout the year. Nevada's population continues to grow, despite the current housing and mortgage conditions and a slowing national and State economy. Lyon County is still listed as being on of the top counties in the Nation for population growth.

In an effort to conduct quality, long term, large-scale source narcotic related investigations, Tri-NET is currently being staffed with the following personnel: one (1) Nevada DPS Sergeant, three (3) Nevada DPS Detectives, one (1) Lyon County Sheriff's Deputy, one (1) Douglas County Sheriff's Detective, two (2) Carson City Sheriff's Deputies, one (1) DEA Special Agent, one (1) Nevada National Guard Tech Sergeant and two (2) Nevada DPS Administrative Assistants.

Tri-NET is physically located at the Nevada DPS Investigation Division Headquarters located in Carson City, Nevada. A Nevada DPS Lieutenant, from the Investigation Division is assigned the duties of supervision over not only Tri-NET but a second narcotic unit, the North Central Nevada Narcotic Task Force (N.C.N.N.T.F.), which is located in Fallon, Nevada.

As mentioned above, Tri-NET is staffed by one (1) Nevada National Guard Tech Sergeant from the Nevada National Guard Counter Drug Task Force headquartered in Reno, Nevada. This National Guard member has been a valuable asset to this Task Force for more than ten (10) years. One (1) of the National Guard member's responsibilities while assigned to Tri-NET is to coordinate efforts between military air support, R.A.I.D. (Reconnaissance and Interdiction Detachment) and Tri-NET. R.A.I.D. is a specialized military air wing that provides air support to the Task Force for numerous essential operations. These operations include but are not limited too; day and night aerial surveillance for the execution of search warrants and/ or the apprehension of dangerous persons, aerial photography of suspect houses, neighborhoods and rural locations, aerial reconnaissance and identification of Marijuana

grows, continued assistance after the identification of the Marijuana grows with the removal and eradication of larger grows, and numerous other training and "real" world operations. The National Guard members' additional duties include the tracking of suspected drug traffickers electronically, the research and recovery of "anonymous" tips, analyze narcotics and it's ever changing intelligence and the handling of a drug-detection canine.

The DEA Special Agent (S/A) has become a permanent commitment by the Reno DEA Field Office for the past two (2) years. The DEA S/A brings invaluable resources to the Task Force so that personnel can conduct in depth investigations into large scale trafficking organizations. DEA is able to provide resources which include but are not limited too; the availability to supply and staff telephonic pen registers and their associated equipment, provide specialized surveillance equipment, Clandestine Laboratory training and it's associated equipment or supplies, additional operational funding and personnel for large scale surveillance and tactical operations.

Several personnel changes have been realized in Tri-NET over this past year which involved not only DPS personnel but also Sheriff Detectives and Deputies. Currently Tri-NET personnel possess experience and training which ranges from less than one (1) year of narcotics training and experience, to seasoned officers with more than twenty (20) years of experience in Law Enforcement. Within the next year, it is expected that these "new" Detectives/ TFO's will be provided the training necessary to function in Tri-NET and be capable of increasing their work load.

Methamphetamine continues to be the drug of choice and flows through this Task Force's area of responsibility on a non-stop basis. Due to current State and Federal mandates or restrictions on the precursor chemicals used to manufacture Methamphetamine in the United States, the price of Methamphetamine has risen to unforeseen levels. The primary source of Methamphetamine, Mexico, has had large seizures of product, precursors and base products used in the production of Methamphetamine, such as ephedrine, at the Border States which have forced increased production of Methamphetamine in the United States. Daily reports are being generated to Law Enforcement Agencies reciting the surge of Clandestine Laboratories within our borders.

Tri-NET has seen and is actively investigating cases which note a substantial increase in the use and availability of Heroin, and even a marked increase in the use and availability of designer drugs, i.e., Ecstasy, MDMA and "Mollies". Mexican Drug Trafficking Organizations (MDTO's) have been identified as those who are involved in the majority of the sales and distribution of these and most illegal or illicit drugs in the United States. The same holds true for Nevada, MDTO's have been and remain the largest offenders of illegal and illicit drug laws in the State of Nevada. The United States and Mexican Governments have increased patrols and operations at the border making huge seizures and arrests. Unfortunately the MDTO suppliers are not just from Mexico, they now include sources from Indonesia, the Phillipines and Europe. Some primary reasons for these changes in behavior are that the Mexican Drug Czar has begun putting more soldiers at the border and has attempted to adopt the same restrictions on precursors and product base that the United States currently enforces. The MDTO's are still able to produce extremely large quantities of Methamphetamine, transport it into the United States, and then distribute those quantities among the streets of our community but at a greater price relating directly to production, transportation and increased demand of said products. MDTO's have proven difficult to

completely dismantle because the "Leaders" of the MDTO's are insulated by a large number of low-level street dealers. The MDTO's have also organized and assimilated well organized groups or gangs, i.e., MS-13, Surenos, Nortenos and the Mexican Mafia, into their distribution and resource chain. These groups or gangs act as "Enforcers", "Mules" and distributors to low-level street dealers for the MDTO's and Mexican Drug Cartels. All source of supply, long term and large quantity investigations which have involved Mexican Nationals, whether documented or un-documented have had origins or ties to MDTO's. MDTO's are considered the principle violators of Nevada laws, as they pertain to the Manufacture, Distribution and Sales of illegal or illicit drugs in the State of Nevada.

Tri-NET has, and continues to focus its investigative efforts and resources to locate, identify, disrupt, dismantle and terminate the organized operations of the MDTO's. In addition to illegal or illicit drug investigations, Tri-NET has had some success with investigations leading to the arrest and convictions of persons, patients and physicians who were identified as violators of prescription drug laws in the State of Nevada. Tri-NET actively investigates cases involving pharmaceutical controlled substance cases and with the assistance of the State of Nevada Pharmacy Board, will continue these investigations as they tend to lead TFO's to other violations of Nevada State Law.

Tri-NET has been very successful in its accomplishments over the past twenty (20) years of its existence. For the fiscal year, which ended June 2008, the Task Force had sixty- eight (68) arrests. For the six (6) month period, which ended calendar year 2008 in December the Task Force had an additional twenty-five (25) arrests.

In April 2008, the Tri-NET Narcotic Task Force received information from a reliable Source of Information regarding an indoor Marijuana growing operation in North Reno. Through various investigative means, it was learned that the residence utilized up to three times the normal amount of electricity then similar homes in the area and that the suspect had ties to a known drug trafficker in Arizona.

TFO's obtained a search warrant for the residence, where they seized thirty two (32) live Marijuana plants, approximately twenty-four (24) pounds of imported Mexican Marijuana, a small Hashish lab and a THC extraction lab that was in the process of being assembled. In addition to the drug seizures, TFO's also, seized twelve (12) 1-ounce gold coins, known as "Krugerrands", which are believed to have been purchased with illegal proceeds and numerous items of paraphernalia and indicia. Federal forfeiture proceedings against the suspect's residence are ongoing.

During the months of July and August 2008, Tri-NET conducted six (6) controlled purchases from two (2) Carson City subjects netting a total of sixty-two (62) grams or 2.2 ounces of Methamphetamine. Surveillance during the controlled purchases lead Tri-NET to a trailer park reported to be a "Hot Spot" for drug activity involving Mexican nationals. The information was confirmed and "Source" subjects, locations and vehicles were identified.

Telephonic pen registers (phone tolls) were established and analyzed. The phone tolls confirmed contact between persons residing in Carson City with multiple active DEA cases in San Diego, Atlanta, Rhode Island and New York. Analysis also showed the person/s involved were known to be "upper level" Drug

Traffickers distributing Methamphetamine and Cocaine. These Drug Traffickers usually acted as the "middle man" by arranging and facilitating shipments of Methamphetamine and Cocaine from the San Diego area to various parts of the United States.

As the pen register was monitored, extensive surveillance was conducted on known Drug Traffickers and "lower level" (Street Level) distributors in the Carson City area for a period of three (3) months. On October 22, 2008, a suspected "Source" vehicle was involved in a single vehicle traffic collision in the Carson City area. At the time of the collision the driver fled leaving three (3) pounds of Methamphetamine on the front passenger seat. While conducting their investigation Officer's saw Methamphetamine that was strewn about the passenger compartment of the vehicle. Recovery of the "loose" Methamphetamine yielded an additional ounce (28 grams).

A Title III wire, which allows for the monitoring and recording of phone calls was requested, approved and activated in mid November. With the Title III wire and increased surveillance operations, seven (7) days a week from 8:00 a.m. to 11:00 p.m., Officer's learned that a known Drug Trafficker negotiated and facilitated a ten (10) pound delivery of Methamphetamine from San Diego, California to the State of Washington. While the Methamphetamine was en route to the State of Washington the Drug Trafficker arranged for the courier vehicle to stop in Reno, Nevada. The Drug Trafficker's plan, as Officer's found out, was that the Drug Trafficker was going to "Rip" or steal his own load of Methamphetamine in Reno, Nevada. Knowing this, surveillance teams were set up to identify the vehicle. Once the vehicle was located, surveillance teams moved in and before the "Rip" could take place, seizing the ten (10) pounds of Methamphetamine from the vehicle at a Motel in the Reno, Nevada area.

With this information and the seizure, the Drug Trafficker was linked to a nine (9) pound load of Methamphetamine which was seized in Wyoming. The initial Title III wire, proving to yield valuable information, was continued until December 2008. On December 12, 2008, two (2) federally obtained search warrants were executed and served upon the Drug Trafficker and an associate in the Carson City area. During the execution of these search warrants an additional half (1/2) pound of Methamphetamine, cuttings agents, scales and a firearm was seized. Suspects in this case were arrested and charged both State and Federally.

In January of 2009, additional Carson City subjects were located and arrested on trafficking charges related to the Title III wire. Since then, Tri-NET has opened three (3) new cases stemming from information obtained during the Title III wire operation. The anticipation for these cases is that they will be long term and yield large amounts of Methamphetamine.

The total amount of Methamphetamine seized during this case, which included State and Federal agencies, was documented as ten thousand- two hundred and seventy-seven (10,277) grams (approximately 22.6 pounds) having a projected street value of One Million- Twenty Seven Thousand- Seven Hundred (\$ 1,027,700.00) dollars. These arrests and seizures have definitely impacted lower level dealers in the Carson City area as Tri-NET increased difficulty in purchasing multiple ounce quantities of Methamphetamine. Sources relay to Tri-NET that the Methamphetamine supply in the Carson City area has been reduced and "street" level amounts are only available with inflated pricing.

A major concern that Tri-NET has is the overwhelming availability of Heroin. In the last year, two (2) deaths of young adults have been attributed to Heroin overdose. This has prompted Tri-NET to focus more of their time and efforts to Heroin's eradication in Tri-NET's area of operation. Heroin is unique in and of itself. Most Heroin cases involve persons of High School age to young adults in their 20's. A myth has been circulating among the High Schools that "Black Tar" Heroin is Opium. Young adults see it as a throw back to Centuries past when "Opium Dens" were common place and believed to be a place and drug of choice for socializing and relaxation. Heroin has taken the place of taking or the buying of prescription Controlled Substances such as; Vicodin and Oxycotin, "Oxy". This is due to the high prices being paid and associated with prescription Controlled Substance. A "Point" or "Balloon", approximately 1/10 of a gram of Heroin, can cost between Seven (\$ 7.00) dollars and Twenty-Five (\$ 25.00) dollars. This "Point" or "Balloon" can yield the same euphoric, numbing sensations as a single dosage unit, one (1) pill, of prescription Controlled Substance at a lesser price. Dosage units, or pills, are normally purchased at a "Point for Point" value. This means if you want to buy a forty (40) milligram Oxycotin, it will cost you Forty (\$ 40.00) dollars. When dealing with distributors of Heroin, buying "Points" or "Balloons", is normal in the way Heroin is packaged, distributed and sold. Heroin, unless a "Source" or Distributor is identified, is normally unavailable in gram, ounce or pound quantities. While investigating the origins into the recent influx of Heroin, Tri-NET has determined that the main "Source of Supply" originates with MDTO's and Mexican Cartels.

Part 3. PROBLEM STATEMENT

Methamphetamine History and DEA Lab Analysis

In fact, Methamphetamine has been evolving since it was first produced in the late 19th Century. Originally produced by chemists to combat depression and fight obesity, Methamphetamine was found to have properties that helped to combat fighter fatigue and was then used during World War I and II. After the government realized that Methamphetamine abuse was becoming a problem, it was banned as a prescribed drug. In the early 1980's, Methamphetamine made a comeback when Outlaw Motorcycle Gangs (OMG's) began manufacturing the product in Clandestine Laboratories in powder form. This early form of powder Methamphetamine, while highly addictive, only had a purity level of about 15 – 50%. The newest form of Methamphetamine, referred to on the street as "Ice" or "Crystal" is even more addictive, with purity levels ranging from 60 – 99%. Methamphetamine seized in our geographical region over the past few years has been sent to the Drug Enforcement Administration's (DEA) Regional Drug Laboratory for quantitative analysis and has been scientifically proven to be in the highest purity brackets (93 – 99% pure).

Problem Overview/Analysis:

The Department of Public Safety – Investigation Division supervises seven multi-agency Task Forces statewide with the primary mission to conduct criminal investigations in violation of illicit and prescription Controlled Substances statutes. These Task Forces consist of Tri-NET (Douglas County, Lyon County and Carson City), Pharm-NET (pharmaceutical Task Force in Clark County), and Task Forces located in Winnemucca, Fallon, Ely, Mesquite and Elko. In addition, the Investigation Division has assigned Detectives to Task Forces which work with "street" level dealer and users. These Detectives are assigned to Narcotic Task Forces in Douglas County, the Drug Enforcement Administration Reno Field Office and the newly formed All Threats All Crimes Task Force (ATAC). ATAC is a joint Task Force which consists of two Sergeants and a total of six Detectives from Washoe County, Investigation Division and the Highway Patrol.

In calendar year 2008, the Investigation Division's total reported narcotic seizures exceeded 439,000 grams of illicit/prescription drugs, which included over 422,000 grams of Marijuana. The large Marijuana number reflects the inclusion of weights attributed to the conversion of one (1) Marijuana grow case, which was not reported in a separate category as "Marijuana Plants". For calendar year 2008, the Investigation Division reported the seizure of 3,065 Marijuana Plants. In 2008, the Investigation Division reported the seizure of over 6,000 dosage units of Controlled Substances.

Extracting Marijuana from the equation, Methamphetamine represented 80% of the Investigation Division's seizures and Cocaine represented 16% of the seizures in 2008 from all operations.

In calendar year 2008, the Investigation Division purchased over 3,900 grams of illicit Controlled Substances and over 1,200 dosage units of prescription Controlled Substances. The estimated street value of the purchases exceeds \$126,000.

Since the inception of the Tri-NET Narcotic Task Force in 1988 through February 28, 2009, the Task Force has opened 2765 cases. The Task Force seized 2,291,389.30 grams of Marijuana (5047.11 pounds), 1,443 Marijuana plants, 100,650.3 grams of Methamphetamine (221.7 pounds), 12,954.70 grams of Cocaine (28.53 pounds), 146.22 grams of Heroin (approximately 1/3 pound), 620 grams of LSD (1.37 pounds), 163 grams of Hallucinogenic Mushrooms (approximately 1/3 pound), and the following prescription drugs; 911 dosage units of Ecstasy, .50 dosage units of Hydrocodone, .20 dosage units of Vicodin, .20 dosage units of Xanax.

Tri-NET has dismantled 37 clandestine Methamphetamine labs, made 2,492 arrests, executed 149 search warrants, seized over \$825,850.70 in cash and 141 vehicles since 1988.

Part 4. GOALS & OBJECTIVES

All Narcotic Task Forces deal with the same issue, no matter the size of the community or Task Force, the community is systematically destroyed by the manufacturing, trafficking, sales, and use of illegal drugs. Consequently, the overall mission of a Narcotic Task Force remains the same, locate, identify, arrest, and ultimately aid in the prosecution of those individuals and organizations responsible for the manufacturing, trafficking, sales, and use of illegal drugs.

In the prior grant year, Tri-NET identified two primary goals to accomplishing the overall mission described above. For the current grant year, Tri-NET will retain the vision of these established goals and add a third goal. The prior year's goals have been reformulated and summarized below for incorporation into this grant report.

The first goal for any Narcotic Task Force should be the ability to effectively and efficiently communicate with other Law Enforcement entities in the area. If we are not doing this, communicating, we are missing out on vital information necessary for the arrest, prosecution and continued incarceration of illicit drug offenders.

Goal #1: To increase the productive exchange of criminal intelligence information between this Task Force and other law enforcement agencies, locally. This productive exchange can be measured by the number of arrests of drug manufacturers, traffickers, sellers, and users. As shown in the Problem Statement Section, an extremely large percentage of crimes in general have a direct nexus to narcotics and narcotics abuse. Intelligence sharing by local law enforcement will lead to valuable information necessary for the arrest and prosecution of drug offenders. Each of the three Tri-NET participating Counties all have a form of Special or Street Enforcement Teams (SET) that focus on street level crimes (gangs, burglary, small amounts of narcotics, prostitution, etc...). This Task Force will communicate effectively with these other entities to ensure the utmost in crime prevention and to ensure the safety of all involved.

Objective: Continue local law enforcement briefings and increase the level of participation in intelligence meetings related to criminal activity. This grant year's goal will be to conduct joint multi-agency meetings involving the local SET teams, the DEA and Tri-NET on a monthly basis and invite the SET team members to attend Tri-NET's weekly operational briefings. This goal is on-going and can be measured by recording the number of times this Task Force meets with other local law enforcement entities for intelligence gathering and sharing.

Goal #2: Tri-NET will focus on ensuring the safety and welfare of the citizens of Douglas, Carson City, and Lyon Counties by suppressing the distribution, manufacturing, trafficking, sales, and use of illegal narcotics, utilizing the intelligence gathered in Goal #1.

Objective: Within the upcoming year, this Task Force will identify at least 25 drug manufacturers and/or traffickers who are capable of producing and/or distributing multiple ounce to pound quantities of Methamphetamine, Cocaine, Heroin and/or Marijuana within the tri-county area. This will be tracked by the number of arrests involving these individuals and/or the number of controlled purchases of multiple

ounce to pound quantities of illicit drugs made from these individuals. This objective will be achieved by the continued dedication of Tri-NET to complete long term, in depth and quality investigations.

Goal #3: The DPS, Investigation Division, has a Task Force established in Las Vegas called Pharm-NET. Pharm-NET was established to conduct investigations into the diversion of pharmaceutical Controlled Substances. The use of illegally obtained pharmaceutical controlled substances is a nationwide problem and is acknowledged as a gateway for many users into illicit drugs. As briefly noted in the General Overview section of this report, Tri-NET has had success in the investigation and prosecution of criminal conduct concerning prescription controlled substance violations. Tri-NET will actively increase its focus on the investigation of pharmaceutical controlled substance violations.

Objective: In the next grant year the Task Force will identify and investigate 10 cases involving the unlawful possession, sale, or trafficking in prescription controlled substances, use/distribution of forged prescriptions, unlawful dispensing of prescriptions or any combination of illegal activity involving the diversion of prescription controlled substances. This objective will be measured based upon the number of arrests made for violations involving prescription controlled substances and/or the number of cases opened involving the purchase of prescription controlled substances.

Part 5. METHODS OF ACCOMPLISHMENT

The Tri-NET Narcotic Task Force is comprised of seven (7) Detectives/Task Force Officers, one (1) Intelligence Analyst (National Guard), one (1) Sergeant, and two (2) clerical support staff. Additionally, we are supported and assisted by all of the surrounding Local, State, and Federal agencies as well as the members of the communities we serve. With all of these resources at our fingertips, we will work toward the eradication of illicit narcotic trafficking, sales, manufacture, and use.

We will accomplish the above listed goals and objectives through the aggressive and determined implementation of the following; intelligence gathering, intelligence sharing, thorough, in depth and lengthy investigations, undercover and clandestine operations to infiltrate drug trafficking organizations, the use of cooperating sources to conduct controlled purchases of narcotics, implementation of physical and electronic surveillance, and numerous other investigative techniques available.

In reference to goal #1, we will improve our intelligence sharing and gathering techniques by communicating openly with law enforcement at the Local, State, and Federal levels. With so many new enforcement teams being supported by the participating agencies, intelligence sharing is paramount. Not only to assist in the arrest and subsequent prosecution of offenders, but also to ensure the safety of officers and the community during controlled purchase and surveillance operations. Only when we reach our goals of increased intelligence sharing will we reach goal #2. It is a widely accepted and documented principle that if you do not have the necessary information or intelligence, you will not be able to make an informed decision. This directly relates to our law enforcement activities as a Narcotic Task Force. If we do not gather and share necessary intelligence, we will not be able to fully conduct a thorough investigation. In fact, without intelligence, we would be limited or unable to open cases as a whole. The only way to identify individuals capable of trafficking, manufacturing, and/or selling multiple ounce to pound quantities of illicit narcotics is by the effective exchange of intelligence.

The successful completion of goal #3 will reduce the amount of illegally obtained prescription controlled substances in our communities. Development of the cases will also lead to the cross-over identification of individuals involved in the use, sale and trafficking of illicit drugs and other commonly associated criminal conduct including crimes against a person, forgery, insurance fraud, burglary and other property crimes.

By accomplishing the three goals above Tri-NET will be reducing the amount and abuse of illicit and dangerous prescription controlled substances in our communities. We will also be sending a message to would-be narcotics traffickers, manufacturers, and users that they cannot hide from Tri-NET or the public. If we continuously investigate narcotic and prescription cases, make arrests and prosecute the leaders of these organizations, those individuals working underneath the leaders will be forced to reconsider their future in the underworld of narcotics.

The Tri-NET Task Force will continue its involvement with the education of those we work with and those that we live with. Tri-NET will assist Nevada Peace Officers Standards and Training (P.O.S.T.) with the education of new and veteran police officers, in the field of narcotics and their detection. Tri-NET will also continue to educate the public by conducting presentations to school aged children, the

community at public forums, and other groups of citizens whenever they request it.

For many years, the Detectives/ TFO's working in Tri-NET have actively participated as instructors and role players in an intensive two week narcotic seminar known as DTFI (Drug Task Force Investigations).

At least annually, the DPS, Investigation Division acts as a host agency for this training course in Carson City. The course covers numerous topics including drug identification, confidential source development, surveillance practices, search and seizure, case management, evidence collection, building entry and other topics. The course also incorporates a multiple day case practical exercise with role players which results in a "mock" trial having a jury comprised of High School students. Tri-NET will be actively involved in the next DTFI course scheduled for May 2009.

The Edward Byrne Memorial Justice Assistance Grant (JAG) funding is still a necessity of this Task Force. While each of the participating agencies has been developing ways of funding this project on their own, they have not yet reached that stage. JAG funding is imperative to the success of Tri-NET. The funding from JAG will give us the necessary buy funds to perform controlled purchases of narcotics so that in depth, thorough and professional case can be presented to the courts for prosecution. As drug traffickers do not have set hours, overtime is a necessity in this field. JAG funding will allow us a certain amount of overtime that is necessary to accomplish our goals. Moreover, JAG funding will permit us to conduct complex investigations which involve investigative expenses, operational expenses, and the maintenance and upgrade of increasingly expensive technological equipment necessary to complete all tasks.

Part 6. EVALUATION OF PROJECT

The goals and objectives of this Task Force are simple, straightforward, and can be summed up by the following; gather intelligence about ongoing narcotics violations, and then identify and arrest the offenders. Because the goals and objectives are simply stated, they are also simply accounted for. We will track the number of:

1. Intelligence meetings with local law enforcement.
2. Arrests made as a result of the meetings and goals listed above.
3. The statistical breakdown of the quantities and types of illicit, dangerous and prescription controlled substances either purchased or seized.

By tracking these numbers, Tri-NET will know for certain whether our goals and objectives are being met. As we are governed by an Executive Board, all statistics must pass by them first. When the Executive Board convenes, the Tri-NET supervisors present the previous month's statistics and accomplishments. If the stated goals and objectives are not being achieved, all involved parties will discuss and implement plans on what it will take to correct the situation or short falls.

Additionally, this Task Force submits quarterly reports to the Office of Criminal Justice Assistance. These reports detail the activities of Tri-NET, including the progress of our goals and objectives.

Part 7. STATEMENT OF PROGRAM

Unfortunately, there is no doubt that this Task Force needs to exist and flourish. Only when illicit narcotics have been eradicated for good, can this Task Force close its doors. As nice as it sounds, the possibility of not needing a Narcotic Task Force is bleak if not unrealistic at this time.

It is incumbent upon the participating agencies to look into the feasibility of funding this Task Force to ensure that this successful program exists well into the future. Over the past several years, all participating agencies have begun the search for alternate funding and different ways of conducting business. The State of Nevada Department of Public Safety, Investigation Division, has absorbed the infrastructure costs (e.g. rent, utilities, phones, janitorial services, etc...), and added several detectives to the Task Force. This takes an immense financial strain away from the participating agencies. By performing such tasks as increasing their own department budget requests, holding onto vehicles for longer periods of time, limiting the requests for training monies from the grant application, seeking out and securing no-cost exceptional training, and further limiting overtime, the participating agencies are preparing for the future.

By doing all of the above, the local agencies are able to absorb more and more of the operational and personnel costs necessary to keep this Task Force functioning. All members of the Executive Board have agreed that there is a need for this Task Force. Additionally, they are in agreement that the costs must be shared equitably to ensure that a fluid transition occurs when Federal funding is either significantly reduced or eliminated altogether.

On a daily basis, everyone involved in this Task Force is thinking of the future. We are all committed to our mission of protecting the communities which we reside. We will do what is necessary to keep that mission viable.

Part 8. STATEMENT OF COORDINATION

This Task Force is the continuation of a joint effort by the Carson City Sheriff's Office, the Douglas County Sheriff's Office, the Lyon County Sheriff's Office, and the State of Nevada Department of Public Safety, Investigation Division.

This Task Force, Tri-NET, works closely with the following agencies: The Carson City District Attorney's Office, the Douglas County District Attorney's Office, the Lyon County District Attorney's Office, Special or Street Enforcement Teams (SET) from each of the participating agencies, the State of Nevada Attorney General's Office, the Federal Bureau of Investigation (F.B.I.), the Drug Enforcement Administration (D.E.A.), the Bureau of Alcohol, Tobacco and Firearms (ATF), the Bureau of Land Management (B.L.M), the Bureau of Indian Affairs (B.I.A.), the State of Nevada, Department of Public Safety's Highway Patrol and Parole and Probation Divisions, local Tribal Police Departments, the Nevada National Guard Counter Drug Task Force, and all other neighboring narcotic Task Forces or Teams. This is done with the idea that controlled substance trafficking is a fluid and evolving problem. It knows no boundaries or limitations. Only when this Task Force works together with all available resources we will be able to protect the citizens of this community and stem the flow of illicit and dangerous narcotics into this geographical region.

While this Task Force currently meets with the above agencies regularly, it is our goal to meet with them as much as practical to share information and intelligence, aiding in the apprehension and prosecution of drug traffickers, manufacturers, and users.

Moreover, it is a goal of Tri-NET to continue to involve the community in our fight. Much of the information obtained by this Task Force is through networking with our communities and its' leaders. In order to reciprocate and keep the communities involved, any and all information deemed to be of public interest will be shared with the communities through such programs as *D.A.R.E.* and other informal educational and drug awareness efforts initiated or requested by participating agencies.

BUDGET SUMMARY

TOTAL GRANT REQUEST (federal funds)	\$163,094.00
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Category	Request \$
Total Personnel Costs	\$138,000.00
Total Consultants/Contract Services	\$0.00
Total Travel / Training Costs	\$1,000.00
Total Supplies / Operating Costs	\$8,000.00
Total Equipment	\$11,094.00
Total Confidential Funds	\$5,000.00
Total Federal Funds Requested	\$163,094.00
Match (not required) *	\$109,411.00
Total of Project	\$272,505.00

*Although match is not required, you can show what will be contributed toward your program. This will not influence whether or not you receive a grant award.

BUDGET REQUEST AND JUSTIFICATION FORM

PERSONNEL COSTS: Detail all salaries and wages required for program activities to be paid for by this request for funding. **Maximum OT is 32 hours/month/employee.**

SALARIES AND WAGES	Annual Salary or \$/hour	% of time working on grant	# of OT Hours	Is position a New Hire? (Y/N)	Total FEDERAL \$ Requested
Position Title					
Detective	\$67,709.00	100%		N	\$66,709.00
Overtime	\$9,968.00		208		0.00
Detective	\$62,011.00	100%		N	\$60,511.00
Overtime	\$9,042.00		208		0.00
Note: not requesting Federal contribution to Fitness Pay or Proficiency Pay (total \$2,500)					
Sub-Total Personnel					\$127,220.00
PAYROLL TAXES AND FRINGE BENEFITS: (Rate x Amount = Request) Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are only for the percentage of time devoted to the project. Complete subcategory total. Detail all payroll taxes and fringe benefits on the appropriate lines.					
FRINGE BENEFITS					\$ Requested
FICA					
WORKERS' COMP	\$11,512.00				0.00
UNEMP. INS					
GROUP INS.	\$21,828.00				0.00
PERS	\$47,256.00				10,780.00
OTHER (UNIFORM)	\$2,700.00				0.00
MEDICARE	\$2,157.00				0.00
Sub-Total Fringe Benefits					\$10,780.00
TOTAL PERSONNEL					\$138,000.00

The Carson City Sheriff's Office will dedicate two full time detective positions to the Task Force.

CONSULTANTS/CONTRACT SERVICES: (Time Needed x Rate = Requirements) List all consultant/contract personnel in order of priority need. (Consultant travel and expenses should be included in this section.) Remember to list the rate and times for each consultant.

CONTRACTS				
Name	Hourly Fee	# of Hours	Sole Source Contract?	Amount Requested
Sub-Total Contracts				\$0.00

CONSULTANT EXPENSES:				
Must follow federal/state GSA travel policy and per diem rates.				
Travel	Per Diem	Airfare	Ground Transportation	Amount Requested
Place:				
Purpose:				
Sub-Total Expenses				\$0.00
TOTAL CONSULTANT				\$0.00

TRAVEL COSTS: The location and purpose of travel should be provided. Per diem (meals & lodging) and mileage are included in travel. Per mile cost and per diem rates should not exceed the current state rates. Current state rates are: mileage \$.585/mile, per diem is set at the federal GSA rates. Go to <http://www.gsa.gov> for current rates in each city/county. Registration fees/ conference/ training costs should not be listed here. They belong under "Training." Show the basis of computation (i.e., cost per night for lodging x number of nights = total lodging expense).

In-State Travel					
Position Title	Destination	Per Diem	Estimated Airfare	Mileage Allowance	Amount Requested
Sub-Total In-State Travel					\$0.00

In-State Travel Justification:

Out-of-State Travel					
Position Title	Destination	Per Diem	Estimated Airfare	Mileage Allowance	Amount Requested
Per Diem for CNOA will be paid by Carson City Sheriff's Office					
Sub-Total Out-of-State Travel					\$0.00

Out-of-State Travel Justification:

TRAINING COSTS:

Registration fees/conference/training costs should be included in this section.

Training Title	Location	# of Attendees	Titles of Positions	Reg Fee	Amount Requested
CNOA	San Francisco	2	Detective	\$1,000.00	\$1,000.00
Sub-Total Training					\$1,000.00

TOTAL TRAVEL + TRAINING	\$1,000.00
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No more than 3 people will be approved to attend the same training.

Training

Justification: New personnel assigned to Tri-Net requires additional training.

SUPPLIES / OPERATING COSTS: Include in this section requests to support all of the following: telephone, postage, printing and copying, publication, desktop and consumable office supplies, drug testing supplies, and other. For cell phone, include the cost of monthly service and charges by minutes/plan. For printing and copying, include the cost per page and number of pages per month. For desktop and consumable supplies, include the cost per person per month. For drug testing supplies use the average cost per month.

SUPPLIES:				
Item	Quantity (per person per month)	Unit Price	Total for year	Amount Requested
Batteries, general office supplies, memory cards, drug testing supplies	Avg \$250 per month total		\$3,000.00	\$1,172.00
Fuel	Avg \$100 per month each		\$2,400.00	0.00
All items except fuel paid to DCSO				
Sub-Total Supplies				\$1,172.00
OPERATING:				
Nextel Phone Service	\$520.00		\$6,240.00	\$6,240.00
Verizon Cell Phone	\$20.00		\$240.00	\$240.00
AT&T Computer Line	\$10.00		\$120.00	\$120.00
Metrocall Pager	\$5.00		\$60.00	\$60.00
Software Maintenance	\$14.00		\$168.00	\$168.00
All items paid to DCSO				
Sub-Total Operating				\$6,828.00
TOTAL SUPPLIES + OPERATING				\$8,000.00

SUPPLIES AND OPERATING

	Total CCSO Cost	Federal Funds Requested
Supply costs reimbursed to DCSO:		
Includes batteries, pens, paper, ink cartridges, computer media, drug testing supplies	\$3,000	\$1,172.00
Supplies purchased by CCSO:		
Fuel cost based on \$100 average cost per month	\$2,400	\$0.00
Fleet Management Costs for 2 Vehicles Assigned to Tri-Net	\$6,000	\$0.00
Operating costs reimbursed to DCSO:		
Includes pagers, nextel phones, computer connection, AT&T and Verizon cell phones	\$6,828	\$6,828.00
	<hr/>	<hr/>
	\$18,228	\$8,000.00

EQUIPMENT: Non-consumable items with a life of one year or more and an acquisition cost of \$500 or more per item (excluding printers) should be listed in this category. Like items or related components must be considered as a group and may not be separated to avoid complying with these standards. Provide a list of all items including number of items, manufacturer, location of item and price per item. Law Enforcement agencies must go through the 1033/1122 Program for equipment purchases but need not receive an estimate for purposes of this application.

Item	Quantity	Unit Price	Total	Amount Requested
Real-Time GPS Tracking Unit	2	\$5,197.00	\$10,394.00	\$10,394.00
Orion Tracking Subscription	1	\$700.00	\$700.00	\$700.00
TOTAL EQUIPMENT				\$11,094.00

EQUIPMENT

Overview:

The Tri-Net Narcotic Task Force is in need of two Real-Time GPS tracking units for narcotic investigations. The trackers must be user friendly and current with today's GPS technology. The equipment requested will tremendously improve Tri-Net's capability within long-term investigations.

The requested equipment has many more capabilities than the tracker currently in the Task Forces inventory.

If approved, Tri-Net will utilize and maintain the trackers in accordance with NV-DPS policy. Tri-Net will also maintain statistics and usage reports to justify future purchases and upgrades.

Description:

A GPS tracking unit is a device that uses the Global Positioning System to determine the precise location of a vehicle, person, or other asset to which it is attached and to record the position of the asset at regular intervals. The recorded location data can be stored within the tracking unit, or it may be transmitted to a central location data base. This allows the asset's location to be displayed against a map backdrop either in real-time or when analyzing the track later, using customized software.

Comparison:

- Today's GPS tracking units can be classified into two groups - 'Data Pushers' and 'Data Loggers'.
- A Data Pusher is the type of tracker which pushes (sends) the position of the device at regular intervals to a determined server that can instantly analyze the data. Data pushers also have the capability of "Live Link", which communicates in real time to a mapping software for instant, live and extended tracking.
- A GPS logger simply logs the position of the device at regular intervals in its internal memory. Modern GPS loggers have either a memory card slot, or internal flash memory and a USB port.

Detail of Requested Equipment:

Guardian Real Time TDK Tracker with Battery Pack
One Year Orion Tracking Subscription

CONFIDENTIAL FUNDS: Funds will be considered for State law enforcement agencies and law enforcement agencies serving units of local government. For continuation grants, balance expended during previous grant years will be considered.

Item	Rate per month	Total for Year	Estimate Portion to be used from forfeiture funds	Amount Requested
Buy Money (drugs)	\$667.00	\$8,000.00	\$0.00	\$5,000.00
Evidence				
Information				
Undercover Expenses				
Transportation of Informant				
Other (specify):				

TOTAL CONFIDENTIAL FUNDS	\$5,000.00
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CONFIDENTIAL FUNDS

An integral part of successful illicit and prescription Control Substance investigations is based upon Tri-NET's ability to purchase drugs, pay Cooperating Sources and the associated expenses related to conducting undercover operations.

The use of Cooperating Sources are an invaluable tool used during narcotic investigations as an efficient, effective manner due to their ability to infiltrate the drug trafficking organizations, their established base of known suspects already involved in the possession, manufacture, sale and trafficking of illicit and prescription controlled substances and as a financial incentive for their assistance.

Examples of investigative expenses paid with Confidential Funds include prepaid phones for Cooperating Sources, hotel/motel room rentals to conduct the undercover operations, rental cars and food/supplies necessary during negotiations or meetings with suspects.

The Tri-NET Task Force strives to investigate and infiltrate mid and upper level trafficking organizations as opposed to street level drug sales. Targeting this level of criminal enterprise is expensive. Currently, Tri-NET is paying \$1,800 - \$2,200 an ounce for Methamphetamine, which is the dominate drug of choice, except for Marijuana. During calendar year 2008 the Tri-NET Task Force purchased 15 ounces (405.50 grams) of Methamphetamine.

Based upon this vital need, the combined Confidential Funds requested for all three grantees (Douglas County, Lyon County and Carson City) in the Tri-NET Task Force is worthy of being increased to \$24,000, which equals \$8,000 each. This amount, combined with Nevada General Funds, other grant sources and forfeiture funds will help cover the costs for Tri-NET's total Confidential Funds needs. Approximately 85% of Confidential Funds are used for the purchase of drugs, 12% are used for payments to or on the behalf of Cooperating Sources and the remaining 3% is used for investigative undercover operations.

The failure to continue funding to cover the costs associated with the purchase of illicit and prescription Controlled Substances would severely hamper Tri-NET's ability to successfully investigate these types of cases.

DC80

COOPERATIVE AGREEMENT BETWEEN PUBLIC AGENCIES

An Agreement between the State of Nevada
Acting By and Through Its

RECEIVED

MAY 19 2008

ADMINISTRATIVE SERVICES
PUBLIC SAFETY

Department of Public Safety, Investigations Division
and the
Carson City Sheriff's Office
Douglas County Sheriff's Office
Lyon County Sheriff's Office

RECEIVED

APR 16 2008

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

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

WHEREAS, it is deemed that the services hereinafter set forth are both necessary 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 Agreement 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 Agree mentors as defined in NRS 41.0307.
3. **AGREEMENT TERM.** This Agreement shall be effective upon approval by the appropriate governing body until terminated by each party as set forth in this Agreement.
4. **TERMINATION.** This Agreement may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until sixty (60) days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Agreement incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: SCOPE OF COOPERATIVE ACTION

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

8. **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 Agreement must be retained a minimum three years and for five years if any federal funds are used in this Agreement. The retention period runs from the date of termination of this Agreement. 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.

9. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without 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 Agreement after the intervening cause ceases.

10. INDEMNIFICATION.

a. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable 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.

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

12. SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the no enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

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

14. 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 Agreement), or any other documents or drawings, prepared or in the course of preparation by either

party in performance of its obligations under this Agreement shall be the joint property of both parties.

15. 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.


16. 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 Agreement.

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

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

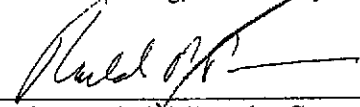
19. ENTIRE AGREEMENT AND MODIFICATION. This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in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

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




Sheriff Ken Furlong, Carson City

3/25/08
Date



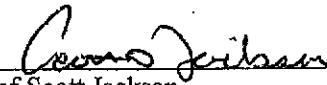
Sheriff Ron Pierini, Douglas County

3/25/08
Date



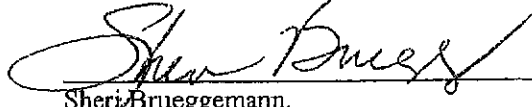
Sheriff Allen Veil, Lyon County

04/11-08
Date



Chief Scott Jackson,
Nevada DPS, Investigations Division


4-1-08
Date



Sheri Brueggemann,
Administrative Services Division

4-15-08
Date

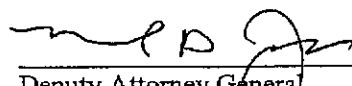
APPROVED BY BOARD EXAMINERS:



Signature - Nevada State Board of Examiners

On 5/15/08
(Date)

APPROVED AS TO FORM BY:



Deputy Attorney General
for Attorney General, State of Nevada

On 4-15-08
(Date)

ATTACHMENT AA

INTER-AGENCY COOPERATIVE AGREEMENT TRI-NET NARCOTIC TASK FORCE

WHEREAS, it is deemed that the cooperative action as hereinafter set forth between the parties is 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 Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS:
 - a. "Party" means each of the governmental law enforcement entities named herein.
 - b. "Participating Agency" will refer to any named law enforcement agency referred to herein.
 - c. "Executive Board" means the governing body of the Narcotic Enforcement Task Force consisting of the Sheriffs of Carson City, Douglas County and Lyon County, and the Chief of the Department of Public Safety, Investigation Division.
 - d. "Task Force Member" will be the participating agency's designated representative.
 - e. "Task Force" will refer to narcotics operations planned and executed by the Executive Board or its employees.
 - f. "DPS/ID" will refer to the Department of Public Safety, Investigation Division.
 - g. "Department Head" will refer to the County Sheriffs and/or the Chief of the DPS, Investigation Division.
 - h. "Investigator" means a commissioned peace officer assigned to the Task Force.
 - i. "Jurisdiction" will refer to the counties of Carson City, Douglas and Lyon.
3. AGREEMENT TERM: This Agreement becomes effective on the 1st day of July, 2008, and shall remain in effect from the effective date, unless terminated by the parties as set forth in this Agreement. This Agreement, however, may be updated by mutually agreed amendment between the participating parties.
4. TERMINATION: This Agreement may be terminated by any 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 Agreement may be terminated by mutual consent of all parties or unilaterally by any party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason State and/or Federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

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

6. INSPECTION AND 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 and Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the 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 Agreement must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Agreement. The retention period runs from the date of termination of this Agreement. 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.

7. INDEMNIFICATION:

a. To the extent authorized and permitted by state and federal law, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to

negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described 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 pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel. No party waives any right or defense to indemnification that may exist in law or equity.

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

9. ASSIGNMENT: No party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other parties.

10. 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.

11. 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 Agreement.

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

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

14. ADMINISTRATION: The Sheriffs of Carson City, Douglas County and Lyon County and the Chief of the Nevada Department of Public Safety, Investigation Division,

known hereafter as the "Executive Board," shall have the authority to direct the operations of the Task Force.

- a. The Executive Board, or their designee, will meet quarterly, or otherwise as deemed necessary, for the purpose of reviewing reports relative to Task Force operations.
- b. The selection, direction, or removal of law enforcement personnel assigned to the Task Force will be in accordance with inter-agency concurrence at the Executive Board level with maximum cooperation and in a spirit of one-agency concept, as well as with local agency rules and procedures.
- c. All personnel assigned to the Task Force will read, understand and adhere to the below listed DPS/ID policies and procedures, as well as those of their respective agencies. Failure to adhere to the respective policies and procedures may be grounds for removal from the Task Force.

SPECIFIED DPS/ID POLICIES:

1. Deadly Force
2. Weapons Qualification
3. Investigative Funds
4. Cooperating Individuals
5. Report Writing
6. Evidence

15. GEOGRAPHICAL AREAS OF ENFORCEMENT: The area of enforcement is within the geographical boundaries of Carson City, Douglas and Lyon Counties.

16. GOALS: The primary goal of the Task Force is to curtail the flow and trafficking of controlled substances within Carson City, Douglas and Lyon Counties by identifying, arresting, and supporting prosecution of persons selling narcotics. This goal includes the seizure and forfeiture of the ill-gotten gains of such offenders.

The Carson City, Douglas and Lyon County Sheriff's Offices and the Nevada Department of Public Safety, Investigation Division will provide supplemental personnel on an "as-needed" basis to achieve these goals.

17. OBJECTIVES:

- a. Target street level disbursement of controlled substances.
- b. Identify and investigate the illicit sources of controlled substances.
- c. Refer the identification of illicit sources of controlled substances within other jurisdictions to the proper law enforcement agency for investigation and assist those agencies with the approval of the Executive Board.
- d. Conduct covert operations when appropriate and engage in such other traditional methods of investigation in order that enforcement activities result in effective prosecution in the courts of the State of Nevada.

e. Seize for forfeiture the assets of violators of the controlled substance laws of the State of Nevada and of the United States.

18. SUPERVISION: The Department of Public Safety, Investigation Division, will provide one staff person holding the rank of Sergeant. This person will provide daily supervision and direction for the Task Force. A support or acting Sergeant will be appointed by the Sergeant when the DPS/ID Sergeant is not available.

19. REPORT WRITING: Each Investigator assigned to the Task Force will be required to prepare and submit his/her case reports in DPS/ID format.

20. INFORMATION: The function of the Task Force is the investigation and enforcement of controlled substance laws. It is agreed that copies of all patrol and investigative arrests or incident reports and secret witness reports involving controlled substances within the boundaries of Carson City, Douglas and Lyon Counties will be furnished to the Task Force for review.

21. MANPOWER: To accomplish the stated objectives of this program, the DPS/ID will assign one Sergeant and at least one investigator to the Task Force. A minimum of one investigator each will be assigned from the Carson City, Douglas and Lyon Counties. It will be the responsibility of the Executive Board to ensure that the investigators assigned to the Task Force are properly commissioned as peace officers.

22. WEAPONS TRAINING: All investigators will be required to train and qualify under the Department of Public Safety, Investigation Division's Weapons Training Program. Ammunition will be provided by each investigator's respective agency. Investigators may be required to qualify by their own agency as well. Quarterly firearms training will be a minimum requirement.

23. DISTRICT ATTORNEY:

The District Attorneys of Carson City, Douglas and Lyon Counties agree to:

- a. Work with the Task Force Executive Board and Task Force investigators regarding cases for prosecution.
- b. Assist in the development and presentation of training for Task Force investigators in the areas of arrest, search and seizure, and other related topics.

24. SEIZURES/FORFEITURES:

- a. Vehicles. Vehicles seized as a result of Task Force operations will be shared equitably among the participating agencies upon sale.
- b. Property/Money. The Executive Board members agree that all assets seized will be shared equitably by the participating agencies.

If assets are seized outside the jurisdictional boundaries described herein, the Executive Board will determine what portion of the assets will be provided to other agencies; the remainder will be shared equitably.

c. Weapons. Any weapon seized or forfeited that has no operational, training or educational value to the Task Force will be disposed of according to law by DPS/ID, Carson City, Douglas and/or Lyon County Sheriff's Departments in accordance with policy. Any weapon which has been deemed to be inherently dangerous, either by design or modification, will be destroyed by the Carson City, Douglas and/or Lyon County Sheriff's Department or DPS/ID.

d. Administrative Costs. The administrative costs will be paid from monies earned through the sale of forfeited property prior to the equitable disbursement of those monies, to include:

1. Advertising costs for default judgments.
2. Service of process costs.
3. Auction costs.
4. Costs of titling vehicles for purposes of sale or auction.

25. EVIDENCE: The participating agencies agree that the Task Force members will adhere to DPS/ID policies and procedures pertaining to the handling of evidence. All evidence, including any narcotic and/or narcotic related evidence, will remain with DPS/ID for proper submission and documentation and for safe keeping in the DPS/ID evidence vault.

26. SECURITY OF INFORMATION: It is mutually agreed that each department head will be responsible for the flow of Task Force information within his agency. Information regarding Task Force operations is restricted.

27. STAFFING AND COSTS: The Department of Public Safety, Investigation Division, will provide office space in Carson City for the Task Force members. The Division will also provide one Sergeant, a minimum of one investigator, and one clerical person to the Task Force.

Carson City, Douglas and Lyon County Sheriff's Departments will each provide a minimum of one investigator to the Task Force.

Each agency will be responsible for providing their respectively assigned personnel the following:

Salary and costs, employee benefits, overtime*, travel, per diem, monthly telephone expenses inclusive of installation, desks, chairs and operating supplies.

*Overtime will require prior approval of the unit supervisor who will work with the participating agency in order to keep overtime to a minimum. Investigators' schedules may be flexed to assist in controlling overtime.

Each participating agency agrees to furnish whatever equipment they may have to facilitate the Task Force in its operation; i.e. cameras, transmitters, receivers, etc.

Each participating agency agrees to provide funds for the purchase of evidence and information:

Carson City Sheriff's Office
Douglas County Sheriff's Office
Lyon County Sheriff's Office
Department of Public Safety, Investigation Division

DPS/ID will maintain records and accounts of expenditures of funds in accordance with current DPS/ID accounting practices, on behalf of Carson City, Douglas and Lyon County Sheriff's Departments.

29. EQUIPMENT: Each member of the Executive Board agrees to supply his assigned investigator with all personal equipment necessary to carry out the Task Force objectives. This includes a radio equipped automobile capable of operating on the DPS/ID radio frequency. Each agency is responsible for operating costs of vehicles assigned to their personnel who are assigned to the Task Force.

30. PEN REGISTER/WIRE INTERCEPT: Any court order regarding the use of wire intercept in which a member of the Task Force participates or pen register is used requires the following:

- a. The Executive Board must be notified by telephone as soon as possible after an application has been made for authorization.
- b. A copy of the order of authorization must be made available to the Executive Board.
- c. The Executive Board may elect to inspect the site and equipment to be used in an authorized wire intercept/pen register operation.

31. LIABILITY: The Executive Board members will be responsible for the actions of each of their representatives with regard to their respective participation in the Task Force.

32. EVALUATION: A review of Task Force performance will be conducted quarterly and annually with the results being provided to the Executive Board. The purpose of the periodic evaluation is to insure that the Task Force is operating within federal, state and local guidelines. The review will include:

- a. Expenditures by each agency.
- b. Arrests.
- c. Type of drug and amount seized.
- d. Man hours worked.
- e. Man hours worked in each jurisdiction.
- f. Seized items.

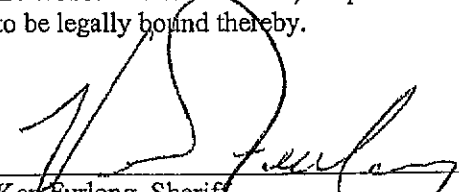
Each Task Force investigator will be evaluated annually by the DPS/ID Sergeant or in the absence of the DPS/ID Sergeant, the support or acting Sergeant. The results of the evaluation will be provided to the appropriate Executive Board member.

33. AMENDMENTS: The terms and conditions of this Agreement may be amended any time by the Executive Board. Any amendment must be in writing and will be attached hereto.

34. WITHDRAWAL OF AN AGENCY: A member of the Executive Board may withdraw his agency from participating in the Task Force at any time, with or without cause. It is agreed that while a verbal statement of withdrawal to the other department heads is sufficient, a withdrawal notice must be made in writing to each member of the Executive Board within sixty (60) days of any such verbal withdrawal.

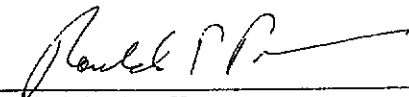
35. ENTIRE AGREEMENT AND MODIFICATION: This Agreement (and its integrated attachments) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in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

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




Ken Furlong, Sheriff
Carson City Sheriff's Office
901 E. Musser Street
Carson City, NV 89701

3/26/08
Date



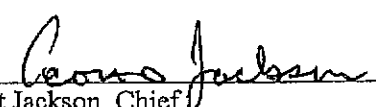
Ron Pierini, Sheriff
Douglas County Sheriff's Office
1625 8th Street
Minden, NV 89423

3/26/08
Date



Allen Veil, Sheriff
Lyon County Sheriff's Office
30 Nevin Way
Yerington, NV 89447

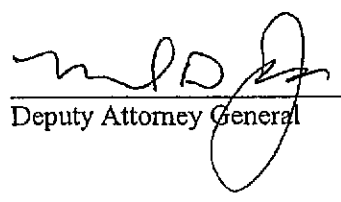
04-11-08
Date



Scott Jackson, Chief
Nevada Department of Public Safety
Investigation Division
555 Wright Way
Carson City, NV 89711

4-1-08
Date

APPROVED AS TO FORM BY:



Deputy Attorney General

4-15-08
Date



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check If there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check If the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Carson City Sheriff's Office
911 E Musser Street
Carson City, NV 89701

2. Application Number and/or Project Name

Tri-Net Narcotics Task Force

3. Grantee IRS/Vendor Number

88-6000189

4. Typed Name and Title of Authorized Representative

Bob Crowell, Mayor

5. Signature

6. Date



ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or I similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L.91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally -assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
It will comply with the minimum wage and maximum hours provisions of
4. the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
It will give the sponsoring agency or the Comptroller General, through
6. any authorized representative, access to the right to examine all records, books, papers, or documents related to the grant.
It will comply with all requirements imposed by the Federal sponsoring
7. agency concerning special requirements of law, program requirements, and other 13 administrative requirements.
It will insure that the facilities under its ownership, lease or supervision
8. which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
It will comply with the flood insurance purchase requirements of Section
9. 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, 14 approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" 15 includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section
- 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M71 00.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
It will comply, and all its contractors will comply, with the nondiscrimi-
13. nation requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title n of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature

Date

PART IX. CERTIFIED ASSURANCES
A copy of these assurances (Part IX. in its entirety) with original signatures must accompany the grant Application

Should this Application be approved, the applicant and the lead governmental unit hereby agree to the following Certified Assurances governing the awarding of funds made available under the Anti-Drug Abuse Act of 1988.

1. That: (A) funds granted as a result of this request are to be expended for the purposes set forth in this Application and in accordance with all applicable laws, regulations, policies, and procedures of the State of Nevada and the U.S. Department of Justice; (B) no expenditures will be eligible for inclusion if occurring prior to the effective date of the grant; (C) funds awarded by the Office of Criminal Justice Assistance (OCJA) may be terminated at any time for violations of any terms and requirements of this agreement.
2. That the applicant certifies that on acceptance of federal funding under the Anti-Drug Abuse Act of 1988, through the OCJA, they will submit "Financial Report Forms" for reimbursement on a monthly basis, and written "Progress Reports" on a quarterly basis to the Office of Criminal Justice Assistance. Reports are due within thirty (30) days after the end of the reporting period. **Funds may be withheld or terminated and future grant funding may be denied if the subgrantee has not complied in a timely manner with the terms and conditions of the grant award, including filing of all required reports.**

Final Progress Reports are due forty-five (45) days after the closing date of the grant and must be filed before the final Financial Report can be reimbursed. The final Financial Report is due ninety (90) days after the closing date of the grant. **BOTH REPORTS MUST BE FILED. Failure to submit these required reports within specified time limitations will result in non-payment of final claim. Funds not expended will be forfeited.**

3. That federal formula grant funds made available under the Anti-Drug Abuse Act of 1988 will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for criminal justice activities.
4. That the applicant will comply, and all its contracts will comply, with the applicable provisions of the Anti-Drug Abuse Act of 1988 and provisions of the Office of Justice Programs "Financial and Administrative Guide for Grants," and all other applicable federal and state laws, orders, circulars, or regulations.
5. The applicant certifies that the program contained in its Application meets all the applicable requirements, that all the information is correct, and that the applicant will comply with all OCJA policies and procedures contained in the "Project Director's and Financial Manager's General Administrative Guidelines" provided to each program.
6. That all fund accounting, auditing, monitoring, and such program monitoring and evaluation procedures as may be necessary to keep such records as the OCJA shall prescribe will be provided to ensure fiscal control, proper management, and efficient distribution of funds received under the Anti-Drug Abuse Act of 1988.
7. That applicant assures that the fiscal accountability of the Anti-Drug Abuse funds (all sources, including federal, state and local match portions) will be managed and accounted for by the Lead Agency's Chief Comptroller and that internal control and authority to ensure compliance with OCJA's documentation, record keeping, accounting and reporting guidelines will reside with that individual.
8. That the applicant and its contractors will comply with the nondiscrimination requirements of the Anti-Drug Abuse Act of 1988; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Sub-parts C, D, E, and G; and the American Disabilities Act of 1992.

9. That in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, or sex against a recipient of funds, the applicant will forward a copy of the finding to the Office of Civil Rights Compliance (OCRC), Office of Justice Programs.
10. That applicant will abide by audit requirements as specified in OMB Circular A-133, Audits of State and Local Governments as revised August 29, 1997.
11. Any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Subgrantee describing programs funded in whole or in part with federal funds, shall contain the following statement:

"This program was supported by Grant #_____, awarded by the Nevada Office of Criminal Justice Assistance, Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The Bureau of Justice Assistance is a component of the Office of Justice Programs which also includes the Bureau of Justice Statistics, National Institute of Justice, Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

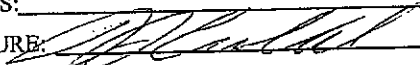
12. That applicant fully understands OCJA's right to suspend or terminate grant funds to any sub-grantee that fails to conform to the requirements (Special/General Conditions and General Operating Policies) or to any sub-grantee that fails to comply with the terms and conditions of its grant award.
13. Project related income, (i.e., forfeitures, registration fees, royalties, sales of real and personal property) must be used for the purpose of furthering the goals and objectives of the project or program from which the income was generated.

SIGNATURES REQUIRED
SUBMIT PART IX WITH APPLICATION

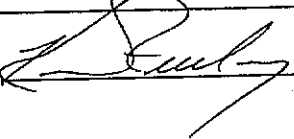
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GOVERNMENTAL UNIT (i.e., Mayor, County Commissioner, City Supervisor etc.)

NAME: Bob Crowell TITLE: Mayor
 GOVERNMENTAL UNIT: Consolidated Municipality of Carson City Nevada
 ADDRESS: 201 North Carson Street, Suite 2 CITY: Carson City, Nevada ZIP: 89701
 SIGNATURE:  DATE: 4/10/09

APPLICANT AGENCY (i.e., Police Chief, Sheriff, District Attorney, State Agency Director)

NAME: Ken Furlong TITLE: Sheriff
 AGENCY: Carson City Sheriff's Office
 ADDRESS: 911 East Musser Street CITY: Carson City, Nevada ZIP: 89701
 SIGNATURE:  DATE: 4/10/09



KENNY C. GUINN
Governor

INS REQUIREMENT

Nevada's Revised Statute 176.156 paragraph 2 states:

If the Immigration and Naturalization Service of the United States Department of Justice requests the disclosure of a report of a presentence investigation, the court shall disclose the factual content of the report to the Immigration and Naturalization Service for the limited purpose of performing its duties, including, but not limited to, conducting hearings that are public in nature for the deportation of aliens.

The State of Nevada has established a plan under which the state provides, without fees to the Immigration and Naturalization Service (INS), notice of conviction of aliens who have been convicted of violating the criminal laws of the state, within 30 days of the date of a request by the INS of such records.

Specifically the plan is implemented as follows:

The Division of Parole and Probation (P&P) will receive a request from the courts to write a "Presentence Investigation Report" (PSI). If the offender is determined NOT to be a citizen of the United States, the P&P officer will notify INS either by telephone or fax. U. S. Immigration will inform the P&P officer if the offender is or is not an alien. If the offender is an alien, the Immigration officer will advise the P&P officer if the offender is illegal, what type of visa the alien should have, the alien's registration number and the alien's true country of citizenship.

When the alien is given a sentencing date, by law, the P&P office will send the U. S. Immigration office a copy of the completed PSI and advise them of the alien's sentencing date. If the U. S. Immigration office wishes to deport the alien, they will appear on the court sentencing date and take the alien into custody.

If an alien is admitted to the Nevada Department of Prisons, an INS officer will periodically conduct physical interviews with the alien offender. A hearing is scheduled to determine status and condition at the time of release.

The prison system has access from both the North and South facilities to the INS through computer terminals.

A Phase II Plan is in process:

Resulting from a baseline audit and needs assessment of Nevada's Criminal History Records Repository conducted by the Executive Consulting Group in 1993 through 1994, a comprehensive effort was made to redesign and revitalize the Nevada Criminal Justice Information System. As a result of the redesign and following development of the new system, data will be provided to USINS consistent with Nevada's approved plan by BJA.

REPORTING ALIEN CONVICTIONS

IMMIGRATION AND NATURALIZATION SERVICE (INS)

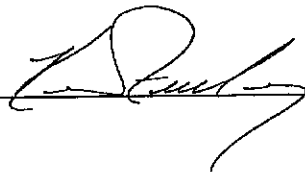
This is to certify that I have read, understand, and agree to abide by Nevada's guidelines for reporting alien arrests/convictions to Immigration and Naturalization Service (INS). Specifically, I ensure that criminal justice agencies in the city/county will perform the following functions:

- ✓ notify INS at the time of booking when a suspected alien is arrested, and/or
- ✓ notify INS within 30 days of a felony or deportable misdemeanor conviction of an alien.

A noncompliance with the above mandate may result in the following:

- ✓ temporary withholding of cash payments to the project pending corrections or more severe enforcement action by the Office of Criminal Justice Assistance,
- ✓ disallowance of use of funds for all or part of the cost of the project,
- ✓ suspension or termination of the current award for the grantee's program,
- ✓ withholding further awards or other legal remedies.

Project Director



Date

4/10/09

WHAT IS AN EEOP?

The purpose of an Equal Employment Opportunity Plan (EEOP) is to ensure full and equal participation of men and women regardless of race or national origin in the workforce of the recipient agency. A recipient agency is defined as any state or local unit of government or agency thereof, and any private entity, institution, or organization, to which Office of Justice Programs (OJP) financial assistance is extended directly or through such government or private entity. Recipient agencies that meet all of the following criteria are required to maintain an EEOP on file for review by OJP, if requested (see 28 CFR §42.301 et seq.):

- i. Have 50 or more employees; and
- ii. Received a total of \$25,000 or more in grants or subgrants; and
- iii. Have 3 percent or more minorities in service population (however, if less than 3 percent minorities in service population, an EEOP must still be prepared, but must focus on employment practices affecting women only).

Grantees that meet criteria (i) and (iii), and who receive over \$500,000 (or \$1 million during an 18-month period) are required to submit an EEOP with their Application to the Office for Civil Rights, Office of Justice Programs for review.

An EEOP is a comprehensive document that analyzes the agency's workforce in comparison to its relevant labor market data and all agency employment practices to determine their impact on the basis of race, sex, or national origin. The EEOP includes a written analysis that:

- provides a statistical profile of the internal workforce by race, sex and national origin
- identifies problems in employment practices and procedures.
- specifies corrective action
- forms the basis of ongoing evaluation.

See chart on following pages, "Civil Rights Requirements of Recipients" for types of entities that are exempt from these requirements and for a description of factors affecting requirements to either maintain an EEOP on file or submit an EEOP to OCR.

CERTIFICATION

Grant Title: Tri-Net Narcotics Task Force

Grantee Name: Consolidated Municipality of Carson City Nevada

Address: 201 North Carson Street, Suite 2 Carson City, NV 89701

Contact Person: Jennifer Schultz Tel #: 775-887-2103

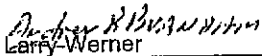
Grant Number: n/a, Application Pending Award Amount: n/a

Date and effective duration of EEOP: _____

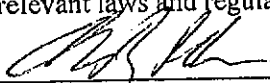
Policy Statement: _____

CERTIFICATION (EEOP ON FILE)

Certification Statement:

I,  Larry Werner [agency executive officer], certify that the Consolidated Municipality of Carson City Nevada [agency] has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42,391m et seq, subpart E, that it has been signed into effect by the proper agency authority and disseminated to all employees, and that it is on file in the Office of Jennifer Schultz [name], Human Resources, 201 North Carson Street Carson City, NV 89701

[address], Human Resources Director [title], for review or audit by officials of the cognizant State planning agency or the Office for Civil Rights, Office of Justice Programs as required by relevant laws and regulations.

 Acting City Mgr. 4/10/09
Signature Title Date

CERTIFICATION (NO EEOP REQUIRED)

I HEREBY CERTIFY THAT THE FUNDED AGENCY HAS LESS THAN 50 EMPLOYEES AND, THEREFORE, IS NOT REQUIRED TO MAINTAIN AN EEOP, PURSUANT TO 28 CFR 42.301, ET SEQ.

Signature Title Date

CIVIL RIGHTS REQUIREMENTS OF RECIPIENTS

Important: All recipients, regardless of the type of entity or the amount awarded, are subject to the prohibitions against discrimination in any program or activity and may be required by OCR, through selected compliance reviews, to submit data to ensure their services are delivered in an equitable manner to all segments of the service population and their employment practices comply with equal employment opportunity requirements. 28 CFR 42.207 and 42.301 et seq.

Regulatory Definition: Recipient means any state or local unit of government or agency thereof, and any private entity, institution or organization to which federal financial assistance is extended directly or through such government or agency . . . 28 CFR 42.202(n).

RECIPIENT MUST SUBMIT TO OCR

Type of Entity	Assurances	Court Findings of Discrimination	EEOP
I. Educational/Medical Nonprofit Institutions/Indian Tribes	Yes	Yes	No
II. All other recipients receiving more than \$25,000	Yes	Yes	No
III. State and Local Gov't recipients receiving \$500,000 or more*	Yes	Yes	Yes

Recipient Factors	EEOP Requirements
Less than 50 employees	Not required to maintain EEOP
Less than 3% minority population	Required to maintain EEOP as relates to women
Receives less than \$25,000	Not required to maintain EEOP
Receives more than \$25,000 (excluding Type I entity)	Must maintain an EEOP on file for possible OCR audits
Receives \$500,000 or more* (only type III entity)	Must submit EEOP to OCR for approval

*or over \$1 million in an 18-month period