

**MINUTES OF THE MEETING
OF THE
ASSEMBLY COMMITTEE ON GOVERNMENT AFFAIRS**

**Seventy-Seventh Session
February 18, 2013**

The Committee on Government Affairs was called to order by Chairwoman Teresa Benitez-Thompson at 8:01 a.m. on Monday, February 18, 2013, in Room 3143 of the Legislative Building, 401 South Carson Street, Carson City, Nevada. The meeting was videoconferenced to Room 4406 of the Grant Sawyer State Office Building, 555 East Washington Avenue, Las Vegas, Nevada. Copies of the minutes, including the Agenda ([Exhibit A](#)), the Attendance Roster ([Exhibit B](#)), and other substantive exhibits, are available and on file in the Research Library of the Legislative Counsel Bureau and on the Nevada Legislature's website at nelis.leg.state.nv.us/77th2013. In addition, copies of the audio record may be purchased through the Legislative Counsel Bureau's Publications Office (email: publications@lcb.state.nv.us; telephone: 775-684-6835).

COMMITTEE MEMBERS PRESENT:

Assemblywoman Teresa Benitez-Thompson, Chairwoman
Assemblywoman Dina Neal, Vice Chairwoman
Assemblyman Elliot T. Anderson
Assemblywoman Irene Bustamante Adams
Assemblyman Skip Daly
Assemblyman John Ellison
Assemblyman James W. Healey
Assemblyman Pete Livermore
Assemblyman Harvey J. Munford
Assemblyman James Oscarson
Assemblywoman Peggy Pierce
Assemblyman Lynn D. Stewart
Assemblywoman Heidi Swank

COMMITTEE MEMBERS ABSENT:

Assemblywoman Melissa Woodbury (excused)

GUEST LEGISLATORS PRESENT:

None



STAFF MEMBERS PRESENT:

Jennifer Ruedy, Committee Policy Analyst
Jim Penrose, Committee Counsel
John Budden, Committee Secretary
Cheryl Williams, Committee Assistant

OTHERS PRESENT:

Ron Cuzze, representing Nevada State Law Enforcement Officers' Association
Anthony Bandiero, representing Nevada State Law Enforcement Officers' Association
Ronald P. Dreher, Government Affairs Director, Peace Officers Research Association of Nevada
Danny Thompson, representing Nevada State AFL-CIO
Troy Abney, Chief, Nevada Highway Patrol
Jack Mallory, representing Southern Nevada Building and Construction Trades Council
Paul McKenzie, representing Building and Construction Trades Council of Northern Nevada
John Seymour, representing International Brotherhood of Electrical Workers, Local 401
Craig Madole, representing Nevada Chapter of Associated General Contractors
Ted J. Olivas, Director, Administrative Services, City of Las Vegas
P. Michael Murphy, Coroner, Office of the Coroner, Clark County
Nicole Rourke, Executive Director, Community and Government Relations, Clark County School District
Mary Pierczynski, representing Nevada Association of School Superintendents
Mark Stanton, Chief Capital Projects Officer, Washoe County School District
Joe Gabica, Director of Planning and Design, Washoe County School District
Kim Robinson, Executive Director of Regional Planning, Truckee Meadows Regional Planning Agency
John Slaughter, Management Services Director, Government Affairs Coordinator, Washoe County
Cadence Matijevich, Assistant City Manager, City of Reno
Adam Mayberry, representing City of Sparks
Dagny Stapleton, representing Nevada Association of Counties

Mary Walker, representing Carson City, Douglas County, Lyon County,
and Storey County

Chairwoman Benitez-Thompson:

[Roll was taken.] Regarding Committee bill draft request (BDR) introductions, we have a BDR that needs to be introduced by the Committee. Rule No. 57 of the Assembly Standing Rules will apply. I will entertain a motion to introduce BDR 27-239.

BDR 27-239—Requires website posting of job creation requirements upon granting of abatements and execution of contracts. (Later introduced as Assembly Bill 140).

ASSEMBLYWOMAN NEAL MOVED FOR COMMITTEE
INTRODUCTION OF BDR 27-239.

ASSEMBLYWOMAN BUSTAMANTE ADAMS SECONDED THE
MOTION.

THE MOTION PASSED. (ASSEMBLYMAN MUNFORD WAS
ABSENT FOR THE VOTE.)

We are going to be hearing three bills today. All three of the bill sponsors are members of the Government Affairs Committee.

Assembly Bill 76: Revises provisions relating to uniforms and equipment of peace officers. (BDR 23-405)

Assemblyman Pete Livermore, Assembly District No. 40:

It is a pleasure today to be in front of the Government Affairs Committee to introduce Assembly Bill 76. Today's bill deals with revised provisions related to uniforms and equipment of peace officers. I would like to turn it over to the people in Las Vegas to present the bill, if I may.

Ron Cuzze, representing Nevada State Law Enforcement Officers' Association:

I would like to thank Assemblyman Livermore for introducing this bill. To save time, I would like to turn it over to my Executive Director who will give you the facts and figures pertaining to this bill at our request.

Anthony Bandiero, representing Nevada State Law Enforcement Officers' Association:

The main intent of this bill is to transfer the financial burden of replacing police uniforms for our state peace officers from the employee to the agency. [Read from prepared text ([Exhibit C](#)).]

In other words, if an officer has a uniform that is just not up to specifications anymore because of stains and wear and tear from being on the job, they cannot go to their agency and have it replaced; they have to pay for it on their own. Fundamentally, from my experience, that is unfair because, as you can probably see in my handout, uniforms today are very expensive. The accessories are very expensive. Quite frankly, it is a lot of money. [Continued to read from prepared text ([Exhibit C](#)).]

This bill is dear to my heart. I think it is the right thing to do. I think it is a pretty simple bill; it just shifts the financial burden from the officer back to the agency. I hope that you will support it, and I am open for questions.

Assemblyman Healey:

Is there an analysis done about approximately how much you estimate this would cost on an annual basis to the agency?

Anthony Bandiero:

I do not have those numbers. I do not know. I think that initially you will probably see a pretty high level of uniform replacements because there are so many officers who need uniforms now because their uniforms are not repairable. Then it will go down after that, but I do not know. I do not even have a guess, actually.

Assemblyman Healey:

It might be helpful to put that together. Also, to follow up on that, do you have a uniform control process set up that would handle this process of issuing, maintaining, and repairing?

Anthony Bandiero:

Right now, to get anything replaced, Nevada Highway Patrol (NHP) requires a captain's signature. I am sure if this bill passes, the agencies are going to have some kind of control mechanisms. Usually a supervisor is going to determine whether or not the uniform meets the specifications in the uniform manual. Nevada Highway Patrol (NHP), for example, has a 30-page document that outlines how uniforms are supposed to be worn and the condition, and that will stay in place. If the uniform is beyond repair per that manual, then it will have to be replaced. It is just tough to come up with a number, unless you do a

survey, which I have not done. I do not have access to every state employee who wears a uniform. It is tough to find out exactly how many are in need of uniforms right now, but there are definitely a few.

Assemblyman Ellison:

Do you not get a clothing allowance at the beginning of every year? Is that set up? If an officer is in some kind of ruckus, or whatever, and his uniform is destroyed or ripped, does the department not cover that because it was done in the line of duty?

Anthony Bandiero:

Right now, *Nevada Revised Statutes* (NRS) 281.121 basically tells an agency that they have to provide an allowance which is equal to one-fourth of the cost of the uniform, plus the accessories that the officer has to wear. I believe the intent of that bill is to help with some of the extra costs that go along with wearing a uniform. Dry cleaning, for example, costs approximately \$600 per year. Nevada Highway Patrol's uniform allowance is approximately \$350 per year. The uniform and all of the accessories that I wear on a daily basis when I work comes to almost \$3,800, all but the gun and the taser; but the uniform itself, my shoes are \$300. This stuff adds up.

So, to answer your question, that money is not enough to take care of that uniform. Again, I believe it is the agency's obligation. Most local agencies that I talk to have both; they have a yearly uniform allowance that helps with maintenance and some of the extra cost for buying accessories; for example, an extra flashlight. They also have a quartermaster system, which essentially is where if their uniform is damaged beyond repair because of wear and tear and not something specific, they can go to their quartermaster and replace that uniform for a new item.

I believe Ron Cuzze wants to talk a little bit more about the second question that you have.

Ron Cuzze:

Some of our state agencies are currently doing this. I believe the University of Nevada, Las Vegas (UNLV) Police Department is probably the best example of what we are talking about. When the officers at UNLV are hired, they are equipped. They are given X number of shirts, pants, jackets; everything but shoes. Usually the department was replacing at least one uniform per officer. Instead of giving the officer money, they are actually replacing the uniforms themselves as they are worn or torn.

The University of Nevada, Las Vegas also has a system where the officer can come in, wrap up his uniform, put it into the dry cleaners, and it comes back in a couple of days. That is the ideal way of doing it. The system that we are requesting meets that halfway; the quartermaster system would replace uniforms and equipment after they are worn or damaged beyond repair, the other portion of this would be maintenance in the form of dry-cleaning. So there are two different things we are talking about. One is replacement, and one is maintenance and upkeep.

Assemblyman Ellison:

The question was not answered. If somebody's uniform was destroyed or ripped in the line of duty, is that covered? Yes or no?

Anthony Bandiero:

Yes.

Assemblywoman Neal:

I was reading through the fiscal notes, and there are plenty, and they have zero dollars. So, I was wondering why it was not going to cost anything. When I was reading through the fiscal notes of Parole and Probation, Capitol Police, and the Taxicab Authority, they were saying they already have a reimbursement budget for uniforms. If it is already in their budget to reimburse, then why do we need to make it law? If you need it to be law, why? Are you worried the uniform is going to exceed what is currently allotted in the budget? Because that is what the fiscal notes say, and there are 20 of them attached to this bill.

Anthony Bandiero:

There are a couple of things going on. One is that state agencies all seem to do different things. I talked to somebody at the Taxicab Authority, and apparently they are already on this system where the officer can turn in a uniform because of wear and tear and get something new. Nevada Highway Patrol is not like that. In my almost eight years with NHP I think I have seen two uniform replacements that were due to an on-duty incident. This is just from me. I am not saying this is for all of NHP. I am sure there is a lot more to that, but in my supervisory experience, we just do not get many uniforms that can be replaced because of a documented incident. Even if a trooper says, "I damaged my uniform because of such and such," that has to go up to a captain, and quite frankly, there is a lot of red tape to get something replaced. At NHP, we do not replace uniforms that often for damage, but you are all welcome to ask the chief or other people who work at NHP how many troopers are out of uniform per the uniform manual, and it is a lot.

As far as the fiscal note, I do not have that data because the Legislative Counsel Bureau (LCB) did the research on it, and I do not know what NHP's specific budget for uniforms is. However, if you walk around, there are a lot of troopers who just do not have the money to replace uniforms that are blatantly out of specifications. There are a lot of troopers and officers around the state who put a lot of their own money into uniforms. The reason why we are trying to make this law is because that is fundamentally unfair. When you become a police officer, you should not have to buy something that is required of you. We have to show up in a certain uniform to go to work, and that is the agency's responsibility, not the officer's; especially because they just cannot afford it. If NHP gave us \$1,000 a year for uniform allowance, as some agencies get, then maybe I would not be here right now, but right now we are getting approximately \$300 per year, and that is half the cost of dry-cleaning. It is just a lot of money for the officer. I hope that answers your question.

Assemblywoman Neal:

Maybe a chief from NHP is here, because the fiscal note specifically says that they provide a uniform allowance to sworn staff to replace the uniform due to damage or destruction from ordinary wear and tear. So, I am confused. I am not attacking. I am confused as to what is the truth. If they are half-truths, meaning that is a statement that is being given and it is not accurate, then I would like that on the record that the Nevada Highway Patrol is making officers pay for their uniforms, and they have an allowance.

Anthony Bandiero:

I think it is not a half-truth; it is more confusing. There are two *Nevada Revised Statutes* that deal with uniforms. The one we are trying to change is the one that mandates that the agency replace uniforms for wear and tear: *Nevada Revised Statute* 289.800. The other one that comes into place, and this is the one that NHP is saying that they give a stipend for wear and tear, is *Nevada Revised Statute* 281.121. That is where the \$350 per year comes in for uniform replacement. I am sharing with you that this is just not enough money.

There are two different laws. I believe the intent of NRS 281.121, which we are not changing here, is to help with maintenance of the uniform which can cost up to \$600 per year for dry-cleaning and the other things that officers buy to do their job. I am not thinking that the officers in the state are going to be made whole, one hundred percent. A lot of them, like me, buy stuff to do their job that, quite frankly, I believe they should have, for which the state is not going to pay; for example, a tactical vest that would be used for an active shooter scenario. That is something my agency has not paid for and is probably not going to pay for. However, the uniform itself, just the basic essentials to do

the job are not covered with NHP's stipend. It is just not enough money. So there is a fiscal aspect to this, but at the end of the day we have to get those questions answered. Hopefully, LCB can help, but that burden has to be shifted away from the officer. So, there are two issues there. I hope that helps.

Assemblyman Daly:

I will make a little bit of a comment and ask a question at the end. My understanding is that uniforms are required specialty items. I know that in many cases in the private sector, if they require you to wear a uniform and you are supposed to be in it, I do not care if you are at PETCO, or Walmart, or whatever, they are required to supply that for you or pay for it and take care of the cleaning as well. The criteria we use in construction and various things is, if it is normal clothing that could be worn anyplace else, you have to buy it. But these are uniforms that cannot be worn to go to dinner; you are not supposed to be in uniform when not on duty. There is no other application for this except for your job requirements. To me, it is almost like safety equipment, and there should be some allowance there. So, do they pay for safety equipment? Can you wear these uniforms out to dinner? In other words, can you not usually wear them in your normal course of business or leisure or anything else? They are specifically required for work and only related to work.

Anthony Bandiero:

That is exactly right. That is why the fairness comes in, because the department has that multipage manual telling us how we are supposed to show up to work in their specific uniform. They buy a lot of things; they give us the gun, they give us parts, but quite frankly, with the recession, when I went to the academy in 2005, the uniform parts I received were actually top of the line. They cost more money, but they lasted for several years. The new troopers coming out of the academy are given uniform parts, uniform brands that are really not quality. We call them pajamas because, if you look at some of the troopers who are working, they look like they are literally wearing pajamas. They are not tailored, the material is thin, and they do not last as long. If you are working in the Las Vegas heat, you are probably going to get a year and a half out of a uniform. I am hoping that the agency, with this bill, will actually replace these parts with a higher-quality item so the troopers look better and have increased pride and morale. Also, the agency will be getting more mileage out of their uniforms. At the end of the day, our state peace officers who are in uniform, our first responders, are wearing substandard uniforms. That is my opinion, and there are good examples out there; but that is really what it comes down to, because they cannot afford to wear the standard, or above, uniform.

Assemblyman Stewart:

I am very sympathetic with the Nevada Highway Patrol. In my experience and opinion, NHP has been the stepchild of law enforcement in our state as far as pay and other considerations. Is it your intent in this bill then, instead of giving a stipend to an individual officer, that they would turn in a request, and they would be given a high-quality, should we call it a "uniform uniform," all officers then would have the same high quality uniform, we would not have one individual with a purple uniform and others with the blue uniform? Is that your intent then, where there would be high quality for all of them?

Anthony Bandiero:

My intent is to actually keep both. Really, in law enforcement, you need both because I am not going to launder my uniforms in my washer and dryer, because those uniforms are exposed to environments that I do not want to mix with my personal clothes. They have to be dry-cleaned. In other words, the stipend works; it is not much, it is \$350, but we need that too, in addition to having the agency replace these items when they are beyond repair. Again, with the fiscal side of it, this is the right thing to do. Obviously, it is going to cost money. It is not free, and, in my opinion, the agency has to find that money somewhere because it is their responsibility, as has been mentioned. However, my intent is not to get rid of NRS 281.121, but only to adjust NRS 289.800 to mandate that now their obligation is to actually replace a uniform when it is out of specification, or substandard.

Assemblyman Stewart:

My concern is that if you give a stipend to an officer and it is not enough to buy the high-quality uniform, then he is going to buy a lower-quality uniform and it will not be standardized throughout the department. I would hope we could have high-quality standardized uniforms throughout the department.

Anthony Bandiero:

You are exactly right. This would actually fix that because the agency would be in charge of replacing that uniform part. This has nothing to do with the stipend, this is actually uniform parts, so hopefully the agency would be buying high-quality uniform parts when they get replaced.

Chairwoman Benitez-Thompson:

Are there additional questions from Committee members? Seeing none, at this time I will go ahead and ask folks to come forward with testimony in support of this bill. Just a reminder, support means the bill as written, or with any amendments that are approved by the bill sponsor.

Ronald P. Dreher, representing Peace Officers Research Association of Nevada:

I did provide a small, short paper for you on the Nevada Electronic Legislative Information System (NELIS). [Read from prepared text ([Exhibit D](#)).] You heard from Mr. Bandiero and Mr. Cuzze, and we support everything they said in total. [Continued to read from prepared text ([Exhibit D](#)).]

If I can add a couple of other points, the local government associations that I deal with, and there are a lot in this state, all have uniform replacement costs throughout the year. Some of the stipends that Assemblymen Stewart, Ellison, and Daly mentioned are affordable to these officers to replace their uniforms when they are damaged during normal wear and tear. They are not affordable at \$300 per year. We are talking about \$500, twice a year. You heard Mr. Bandiero state some of the costs of maintenance. At \$8, and that is a small cost to clean a uniform, and if you multiply that by 5, times 365, that is a lot of cleaning to do, and \$300 does not afford that right now. You cannot do it. You have maintenance costs and then you have replacement costs. We have done this over the years, in many collective bargaining agreements where we go out and actually say, "How much is it going to cost to replace those uniforms?" "What does it do to the officer?" You have to have the appearance. You have to have command presence when on scenes and riots and shootings and other situations like that. It is not inexpensive by any means.

I will tell you, \$300 is not enough to cover anything in a year, much less replacing a normal uniform. Mr. Bandiero's cost, I believe he said \$155, is really inexpensive. If you go to the uniform shops, you are looking at \$200 to \$300 for pants, shirts, the web gear. You wear your uniform with your gun and your taser, and it wears out the pants almost regularly. Picture how many times you get out of that car and back into the car. So, the wear is normal, and that is damage in the performance of duties. Lastly, it makes sense that all of the state agencies that have provided a zero, I thought it was funny, but a zero cost on NELIS for their cost of having to do this. That is really abnormal because in order to do that, it is going to cost quite a bit of money to replace all of these things. Madam Chairwoman, thank you so much, and I would ask you to support this legislation. We respectfully thank Assemblyman Livermore for bringing this bill forward. Thank you.

Assemblyman Healey:

As a director of uniforms for a casino, I certainly understand and appreciate what it takes to maintain the integrity of the look, particularly when it comes to law enforcement. We deal with security, and it is very important to us to make sure that they look standardized. It is very important to be standardized and to be professional on top of it. Since you represent so many different agencies, what is the standard practice among the other agencies in terms of

replacement? Obviously, damage from a scuffle or something of that nature is covered, but in terms of just the normal wear and tear, is it practice that they get a stipend, an annual amount, or is it just as need occurs that the department replaces it?

Ronald Dreher:

It is a standard practice, usually, to take your uniform, if it is damaged in the line of duty, or if it is just normal wear and tear, to go back to your supply and replace the uniform. When officers and troopers come and go, we have uniforms that go back into what is called quartermaster, or supply. So you can go back and you can get pretty much brand new equipment that way. That is one alternative, and that is what a lot of agencies do when those uniforms wear out. For example, in all of the years that I have worked at the Reno Police Department, I still have brand new uniforms. I could take them back over and give them to the supply at the Reno Police Department. They, in turn, hand them back out when officers have their equipment damaged. That is a low cost. I am not positive that NHP does that in the like, but I am almost certain that they should, or they could, and that is one way to offset costs.

Chairwoman Benitez-Thompson:

Are there any additional questions from Committee members? [There were none.] I have a question, just to clarify. What is status quo versus the change with the bill? Maybe this goes back to Mr. Bandiero and Mr. Cuzze in Las Vegas, but, specific to NHP, because it seems like this is what this bill is really driving at, currently there is a \$300 reimbursement for wear and tear. With the language in your bill in section 1 which shall be "shall reimburse," what you are looking for is whatever receipts for cost of uniforms that are incurred by the officer, they shall be reimbursed, outside of whatever budget limit might be set right now by the department?

Anthony Bandiero:

That is essentially right. The \$300 stipend is really not a wear-and-tear replacement; this is not enough money for that. It is really for maintenance of the gear that we have. I think it is the better way to look at that. We are looking for that system where the trooper or the officer can bring their worn-out shirt, for example, to the agency, and it is up to them how they are going to replace it. They can have a vendor, whom they can contact directly, and the agency gets charged. They are going to get better prices than I can get by buying the uniform myself, but there are different ways they can do this. I do not expect NHP to have a full-on supply closet of hundreds and hundreds of shirts and pants. I just do not see that. Not that they could not fund it anyway, initially. It would just have a purchase order purchase process.

Chairwoman Benitez-Thompson:

The reason why I wanted to get that clear for the record, Mr. Bandiero, is because I think the reason why, and this is a question that I am postulating for those folks who put the zero fiscal notes out there. Perhaps they read the legislation thinking we shall have this kind of a budget, and in fact we do, but it is capped at a set rate, and you are looking at, for every single receipt to be reimbursed outside of whatever a current budget is, or whatever current money set aside is, so I just want to make sure that we are sincere about this. If there is a money part, of course, the Ways and Means Committee will handle that, and that is absolutely up to their discretion to handle. I just want to make sure we get the bill routed in the right direction.

Danny Thompson, representing Nevada State AFL-CIO:

We are here today to support this bill. I want to thank Assemblyman Livermore for bringing this bill forward. I think Assemblyman Stewart said it best, the Nevada Highway Patrol has always been the stepchild of the Legislature, if you will. I can recall in past sessions where we had cut their pay so low that we could not recruit officers anymore, and we could not keep officers because they were leaving and going to other agencies. This is one of those things that was left behind in all of that.

All of the people whom I represent, including almost everyone who has been mentioned at this table today, have some sort of system in place that is collectively bargained. The NHP does not, and so they have to come to you for everything that they do. The other comment I think that is germane is the one that Assemblyman Daly made, and that is that they cannot wear these uniforms out to dinner. It is a requirement of the job. It is something they have to wear to do their job. These tactical uniforms are very expensive; I know because I have purchased some of them. An outfit would probably cost more than anything worn by anyone in this room right now, and so, I think it is unfair they have been left behind. This bill would correct that, and we stand wholeheartedly in support of that.

Chairwoman Benitez-Thompson:

Are there any questions for Mr. Thompson? Seeing none, is there anyone else who has testimony in support of this bill? Is there anyone in the Las Vegas area? [There was no one.] In that case, we will move on to those folks who want to put testimony on the record in opposition to this bill. I remind you folks that opposition means against the bill in principle, or having concerns about sections, or having amendments that are not supported by the bill sponsor. [There was no one.] Is there anyone with neutral testimony? [There was no one.] Questions from Committee members?

Assemblywoman Neal:

I do not know if you have seen the fiscal note that is attached to this bill but, NHP has a zero fiscal note, so we were confused about why it is zero when testimony says that there will be a cost to the agency, because it appears to be in excess of the allowance that is given for uniforms. Can you clear that up?

Troy L. Abney, Chief, Nevada Highway Patrol:

I believe the clarification has to do with our current policy. Uniforms are initially provided when the employee who is hired enters service with NHP. Throughout the remainder of their career they are given a uniform allowance. Uniforms are replaced on a limited basis due to damage that may occur during the course of duty; including when a uniform is exposed to a chemical, to bodily fluids, or possibly ripped or torn during an arrest situation. So, on a limited basis, we do replace the uniforms; however, it is the responsibility of the employee, based on that uniform allowance, to replace the uniform as necessary.

Assemblywoman Neal:

So, for the Committee, what is the projected cost to NHP from this particular legislation? Although we do not have that information in front of us, clearly it is not \$0.

Troy Abney:

Assemblywoman Neal, I do not have an actual cost. We can work up a projection for you. Currently, the bill as presented is, if I am not mistaken, more or less to allow or expand our uniform expenditures. Currently, we, as an organization, are looking to alternatives, such as a quartermaster system; but again, I do not have any numbers for you today.

Chairwoman Benitez-Thompson:

Are there any additional questions? Is there anyone looking for clarification? [There was no one].

Just for my clarification, within the process that you folks have at NHP, right now it requires a supervisor sign-off for when an officer presents a uniform that has excessive wear and tear, and then the supervisor, at that point, will make a decision about whether or not a uniform does indeed need to be replaced?

Troy Abney:

Yes, Madam Chairwoman, that would be a reasonable statement.

Chairwoman Benitez-Thompson:

Then part of the testimony that was provided was the list of different accessories and the cost for different things that are attributed to the uniform

for this job. So, when you say that someone is supplied a uniform at the time of hiring, does that uniform include just the apparel? Or, are any of the accessories included with that? What is the basic "you are hired and here is your uniform" package?

Troy Abney:

The basic uniform allowance would be all uniforms that readily identify them as members of the NHP, safety equipment including a protective vest, a campaign cover, cold weather gear as necessary, and boots. With the exception of undergarments, they are pretty much provided with everything they need to go to work.

Chairwoman Benitez-Thompson:

Thank you. I have got a list of different things here. The gun and the taser are provided, as well as shoes, hat, and all of these things?

Troy Abney:

Yes, Madam Chairwoman.

Assemblyman Healey:

Thank you for being here in uniform; I think it gives the Committee an opportunity to take a look at the complexity of the uniform, and the need to, in my opinion as a director of uniforms, standardize and make sure that it is all coming from the same place. You do not want a cheaper version, which oftentimes you are going to be forced to buy because of money constraints. I think it is important. I heard some groans that there is a stipend out there, but understand that to clean and maintain that uniform is extremely expensive and is a burden to the law enforcement officers. Whether this bill gets changed to state a dollar amount, or a purchase order process, which I think is probably the best way, it is important to keep the consistency of the uniform and release the burden from the law enforcement officer. Thank you, Chief, for being here.

Chairwoman Benitez-Thompson:

Are there any additional questions? [There were none.] Thank you for your time. Thank you Assemblyman Livermore, for bringing the bill. I will go ahead and close the hearing on A.B. 76, and I will now open the hearing on Assembly Bill 85.

Assembly Bill 85: Revises provisions governing certain purchasing contracts and consolidation agreements. (BDR 27-277)

Assemblyman Skip Daly, Washoe County Assembly District No. 31:

We would like to work off of the proposed amendment ([Exhibit E](#)). I think the language is much clearer and more precise. Let me just give you a little background. The term we use to describe what we are trying to do here is called joinder. If you type that into your computer, it is going to say it is not a word, but everybody uses it. Under the purchasing laws in the state, *Nevada Revised Statutes* (NRS) Chapter 333 for state purchasing, and NRS Chapter 332 for local government purchasing, agencies are allowed to join into that contract. We think joinder works very well for paper clips, paper, pickups, pencils, and other things that do not start with "P." When you get into the blurring of the lines on construction and some of that work, I do not think that it works quite so well. I know there is an amendment from the City of Las Vegas talking about what a maintenance contract is, and there is an exemption under NRS Chapter 338 for maintenance of a public agency. The problem that has come up from that is that people get more creative and blur the lines on projects that should be bid under NRS Chapter 338 as a construction project where you do not have joinder because the projects are different, the scopes are different, timing is different, designs and materials are different. Those are construction jobs that are properly bid under NRS Chapter 338, which is why we have a completely different chapter for that. Some of the creativeness that I have seen in purchasing agencies to stretch what can be done under a maintenance contract has brought some of this problem forward.

There are a lot of variables when you are looking at a construction project: design, topography of the location, materials, and various other things. You get a wide range of what the cost is depending on the time of year the bid was placed. How much competition is out there, and what the economy is like, prices of material like wire, oil for asphalt, all go up and down. So you do not know, when you join into a construction bid, if you are getting a good price or not. You may think you are, but two months later that price may be able to be beat. Now, it is a double-edged sword; it works in both directions.

The problem we are trying to address is, recently there was a contract for a solar project in Sparks. It was a small job; half a million dollars. That employer, with the rebate system, or the contractor who got the job with the rebate system, then went out and peddled his contract all over town and ended up doing approximately \$20 million worth of work. The contracts were not the same, the materials were not the same, but the unit price they came up with was the same. We do not know if the agencies got a good deal or not. They seem to think they did, but I would beg to differ.

I talked with contractors, as I am in that business, a few years ago when Carson City joined onto a slurry-seal contract that the City of Sparks had, and the contractor that we deal with every day who wanted to bid on the job, did not get the opportunity to bid. He said they were not getting a deal. That job was bid eight months ago, and with that unit price, there are a lot of different things that have changed: oil has gone down, it was a different season of the year so there was not as much work for people. He said he could beat it. I just bid a job yesterday for less than what Carson City is going to pay for that job. So, we do not think that it is conducive, and there are too many variables to do that.

We get into the issue of: can agencies of the state, school districts, or local governments, still enter into agreements and put out bids under NRS Chapter 332, NRS Chapter 333, et cetera? For original contracts, and for maintenance work, they can. All that this says is that another agency cannot join on to that construction-type of work if the work that is going to be performed by the vendor requires a contractor's license. For example, say they are just going to buy material. They are going to have a patch program to fix potholes over the winter, and Elko maintenance department does that work, so they are just going to buy cold-mix, and they are going to buy that mix from Aggregate Industries, or Road and Highway Builders, LLC, or some contractor out in Elko. They are just buying the material that can be put in by the county employees. They can buy that material, and someone could join into that purchase contract, because the contractor is not required to have a license to sell them the material.

I hope that clears up some of the issues. The specific language of the bill is relatively short; I will not use the word "simple" which is a death knell, but I think it is pretty straightforward. I would be happy to answer any questions.

Assemblywoman Neal:

How often does the joining of contracts happen?

Assemblyman Daly:

On paper clips, and pickup trucks, and that kind of stuff, I do not know. On the construction side of it, however, it is happening more and more often. It became a problem over the last two years. I was asked to bring this bill, and there will be other people who will come up and explain more on some of the issues. We have seen these types of contracts. Now, whether it is right or not, I have seen where school districts, or cities will say, "Look, we have these buildings and we need to maintain them. We think we are going to have a budget of \$100,000 to do asphalt, maintenance, and repairs over the course of the next year." But they do not know where, or when, or there may be an

event such as a pipe bursting. They have to go out and fix that. So, they will put out an annual contract, and they will get a unit price for that. It is so much per square foot for concrete, so much per yard for asphalt, asbestos abatement, and various areas like that. Then they will call a contractor and put the bid out. We are saying they can still do that. Although it is a different argument on whether we like that or not, someone else would not be able to join in. In other words, if Washoe County School District had a contract like that for asphalt, Clark County, or Carson City, or Storey County would have to put out their own contract for the work under this bill. We are not trying to affect joinder at all; except for when the vendor is required to be licensed under NRS Chapter 624, which is the contractors' licensing statute. [Referred to ([Exhibit E](#)).]

Chairwoman Benitez-Thompson:

Are there additional questions from Committee members? Seeing none, we will do testimony in support of A.B. 85. As a reminder, support means support for the bill as written, or with amendments with support from the bill sponsor.

Jack Mallory, representing Southern Nevada Building and Construction Trades Council:

I am proud to sit in front of you today to break my streak of testifying against bills. I appreciate the amendment Mr. Daly brought forward. To speak a little bit further about the things he stated in his testimony, what we have seen in local government, particularly in Clark County, is the willingness of local government agencies to declare something as a maintenance contract versus being a public works contract. I have testified to the effect on this in another hearing. Example number one: The City of North Las Vegas decided they wanted to recoat a one-million-gallon water storage tank, which involved the sandblasting and painting of that tank. They determined that in fact, it was maintenance. Because of this determination, when the solicitation for bids went out there was no public works project number, and it was just, flat out, wide open. We appealed to the city attorney who insisted that, no, in fact this was a maintenance project, and then we had to go to the labor commissioner for adjustment. Ultimately, the decision was reversed and the project was determined to be a public works project. In this instance, and with joinder, because this was a maintenance contract, our concern would be that other localities and other jurisdictions could effectively enter into a joinder on this type of contract, even though it would be for separate work in a separate area, possibly for a separate agency, rather than having a competitive bid process.

We have experienced a similar problem with the Las Vegas Valley Water District. Part of the problem, and this is really going towards the amendment being proposed by the City of Las Vegas, is that there is a distinct definition difference, if you will, between construction work and maintenance

work. Without having a competitive bid process, which is effectively avoided by using joinder, I think that it creates an opportunity for abuse of public purchasing and inappropriate expenditure of public dollars.

Assemblyman Oscarson:

We have listened to testimony for the last two weeks from these smaller counties and groups of folks. They have said how well it works to work together and do some of the things they have done, and this has saved them significant amounts of money with the reduction in budgets that they have had. Would your opposition to this affect the smaller local areas as well? I heard your reference to North Las Vegas and Las Vegas Valley Water District in Clark County. I am sure you can see there is a cost savings with some of these people grouped together with some of these maintenance contracts. It sounds to me like what you are looking for is a clearer definition of maintenance contracts as opposed to these bigger projects. Am I hearing that correctly?

Jack Mallory:

I am speaking in support of the bill as it affects public purchasing either through NRS Chapter 332, or NRS Chapter 338, entered into by local government, school districts, and state government agencies. What you are referring to would be smaller municipalities like Caliente, Pioche, and Panaca. A good example is Lincoln County. My wife has family who lives there, so I am a little familiar with that. I think there is an opportunity for the smaller counties to join together, if you will, in selecting a service contract. I do not know if that is something that would be prohibited by this, but if they did it simultaneously, as a joint agreement with a vendor to provide maintenance services, I do not think that is something that is being excluded by this provision; not with the way I read or interpret it. All it does is effectively say Caliente cannot join onto an agreement that has been reached with a company that is providing maintenance services for the City of Henderson, provided it is a contract that requires a license as defined by NRS Chapter 624.

Assemblyman Oscarson:

So basically what you are looking at is a quasi-geographic area. I can understand Caliente, Las Vegas, and those kinds of things, but again, we heard from some of these local areas. I appreciate your comments on that because you know how difficult it is to get contractors there in some instances, but to be able to utilize a contractor who can provide those services is important, and I appreciate your comments.

Jack Mallory:

May I clarify? It is not a suggestion for the application of the bill. It is a suggestion on how local governments or smaller government agencies could

potentially avoid the additional cost of having to enter into multiple agreements. If they do everything at the same time, jointly, I think that is something that would be allowable under statute. It creates a sunshine opportunity for the general public.

Assemblywoman Neal:

I get the general gist of the bill. If you join, then it is a possibility that a municipality could get off on the cheap by joining a contract. Right? You should go out and get your own contract with another vendor. To Assemblyman Oscarson's question, what if it really is needed for a small contractor to join because they cannot bid? They cannot get in unless they come together. I am just worried about that effect. Right now, we do have a lot of really, really, small people who are just trying to get in the game, and they have to be a part of a group or two.

Jack Mallory:

I believe there are provisions currently in statute that allow for very small public purchasing to be done without having to put it out for competitive bid. I think this is something that should probably be clarified. There was a bill in this Committee last week regarding state purchasing, and there was a lot of clarification in there as far as what financial thresholds were required to put it out for competitive bid. The alternative is, if it was less than that threshold, it could be entered into with direct contract.

Chairwoman Benitez-Thompson:

Are there additional questions from Committee members? [There were none.] Thank you very much.

Paul McKenzie, representing Building and Construction Trades Council of Northern Nevada:

I signed in against this bill, not having seen the sponsor's amendment. Our concern with the bill as it was originally brought out was the lack of a reference to the joinder clause in state purchasing. The sponsor rectified that issue in his amendment. The idea of using joinder to buy supplies and items that are purchased under the state purchasing statutes for local government and state agencies is an idea that was brought forward to save the smaller agencies money. We do not disagree with that. We believe the purchasing power of the City of Las Vegas is much larger than the City of Ely, and if there is the ability for the City of Ely to join onto the purchasing of pickups, paper clips, or reams of paper with the City of Las Vegas, to use their purchasing power to get the lower price, then that is good business sense for the state of Nevada.

The issue that caused this bill to be brought forward and to cause issue with the joinder clause in the *Nevada Revised Statutes* has nothing to do with the purchasing of paper clips or reams of paper. It has to do with the purchasing of public works projects under the joinder. The City of Sparks entered into a per-watt agreement with a contractor to install some solar systems. When that bid came up, the procedure that was utilized to bid it, the bid documents, were very confusing. Most contractors who pulled the documents could not understand what was going on, so they did not even bid. When the bids came in on that contract, the successful contractor's per-watt price was less than half of what the per-watt price of any of the other contractors who bid on the project was. When you read the contract, there is a clause that allows for negotiation for various factors that might affect the contract. That contract was for \$4.09 per watt for solar installation for a ground mounted solar system. There has been over \$30 million worth of work done under that contract at various local government entities. The school districts took advantage of it.

When we pull those documents on those projects, there was not a single project that was done at \$4.09 per watt. Not even the ones in the City of Sparks were done at \$4.09 per watt; they came in at \$5.01, \$5.02 per watt. The reason, once you look at the documents on the project, is that the negotiated price applied to the earthwork that was required to install the panels, the cabling that was required, the converter that was required, and all of the stuff to make the installation tie into the system. That contract was for the materials to install a watt's worth of solar power. At \$4.09 they could buy the panels and the frames to mount that solar system. Everything else was cost-plus on that contract. We saw places that paid as high as \$6 per watt for a ground mounted system, and as I said, there was over \$30 million worth of work done under that joinder contract. Not a single one of those projects was under \$100,000. Every one of them should have been bid under NRS Chapter 338. *Nevada Revised Statutes* Chapter 338 does not contemplate the utilization of NRS Chapter 332 for a public works project. Yet, those contracts were done, the money was paid, and the court system failed to step in and stop that from proceeding.

Because public purchasing agents felt they could join a public works project under NRS Chapter 332, we had Lord only knows how many contractors who did not have an opportunity to competitively bid for these projects. One project in Carson City was \$11.5 million. They did not get an opportunity to bid on those projects because this clause is in the law, and public purchasing agents took advantage of that clause to circumvent the public works laws of this state. This bill clarifies that cannot happen in the future. We do not believe NRS Chapter 332 contemplated public works projects when this provision was originally put into law. We do not believe that joinder was ever intended to

affect public works projects, but it was through a magic belief they could joiner anything that purchasing agents did that. We have got issues going on now, as Assemblyman Daly mentioned, with street projects. More and more public agencies are bidding out their street projects, their patch programs, by the cubic yard. They do not know how much work is going to be there, but they just want to know how much it can cost to put in a cubic yard of asphalt. They bid the projects out. We have now got people joinering on to those contracts to build parking lots, or to do complete street paving projects. The City of Reno's Public Works Department patch program was utilized to do a parking lot at a public building last year. Again, the purchase of the asphalt, without the installation, is a purchase that is covered under NRS Chapter 332. When you attach the labor to install it, it becomes a public works project under NRS Chapter 338, which does not contemplate the joiner. We support clarification that this cannot happen in the future.

Assemblywoman Neal:

You mentioned the courts had failed to step in, in your example. Was there a suit filed in relationship to the \$30 million contract you were talking about? I would really love to hear from purchasing agents on the reasoning behind joining what sounds like multiple contracts or dollar amounts that could have been subdivided.

Jack Mallory:

The project here in Carson City with the school district was taken to court. The district court here in Carson City failed to step in and stop the project from moving forward. That was taken to the Nevada Supreme Court. The Supreme Court refused to act on the suit because the project was completed by the time it got to them. There was no opinion issued by the Supreme Court. The district court did not argue that they felt joiner was legal. They said the damage to the public body was greater than the damage to the people bringing the suit, if they were to step in, so they refused to step in and stop the project from going forward. The solar portion of that project was \$11 million. There had been over \$30 million in the northern part of the state that we are aware of. I believe there is probably more than that out there we are not aware of that were done in joiner to this contract.

In Carson City, with the Carson City School District, there was such a blatant division of the fact this was not a turnkey project, they actually had to bid the earthwork out on a separate contract, which they believed they had to do under NRS Chapter 338. It was just the installation of the solar panels that they did under the joiner. That contract was at \$5.10 per watt, while the turnkey price at the City of Sparks was \$4.09 per watt. In addition to the \$5.10 per watt additional to Carson City, they also had the \$790,000 contract for the

earthwork to prep the ground for the solar panels. Assemblyman Daly made the argument about the cost-effectiveness of joinder. That contract specifically shows how there was no cost-effectiveness because the contract was not done at the bid price anywhere the projects were done.

Danny Thompson, representing Nevada State AFL-CIO:

We also support the amended version of the bill. I think Mr. McKenzie stated our position very well. I know he has followed these jobs for more than a year now. It is my understanding these jobs from the City of Sparks have now been joined to Las Vegas. Clearly, this is a circumvention of the bidding process. Contractors are not being allowed to bid on these jobs; they are just awarded. We think this is wrong. It is a loophole that needs to be closed, and we would urge your support of the amended version of this bill. Thank you.

Chairwoman Benitez-Thompson:

Thank you. Are there any questions from the Committee? Seeing none, we will allow anyone else who is wishing to testify to please come forward.

John Seymour, representing International Brotherhood of Electrical Workers, Local 401:

Following up on the previous testimony, we too are in favor of the amended version of this bill. Many of our workers and our contractors have been affected by the joinder clause. As previously pointed out, the basic thing it does is take the competitive bidding out of the process. Obviously, there are no two construction jobs that are exactly the same. If you are buying paper clips or pickup trucks or paper, that could possibly be the case, but, as pointed out, there are different methods of mounting these solar panels. The wire length is different, the amperage is different; there are a lot of variables that have to be taken into account on every project.

Following up on the Assemblyman's question of whether it saves the smaller counties money, we have members in every small county throughout the state, and it is our concern they are getting the most bang for their dollar as well. I am not an expert on the solar field by any stretch of the imagination, but through my contractors and my members I know the price varies greatly. What it cost four years ago to put in a system is not necessarily true today. Once again, I think the only fair way to do it is under NRS Chapter 338 with competitive bidding. We do not disagree with the joinder on the items that we talked about—the purchasing of materials—but labor should be excluded from that. With that, I thank the Committee.

Craig Madole, representing Nevada Chapter of Associated General Contractors:

We would also like to express our support for this bill with the amendment offered by Assemblyman Daly. It has always been the opinion of Associated General Contractors (ACG) that construction services should not be included in joinder purchasing contracts. Every construction project is unique and requires an individual bid. Every bid is unique to that project; joining them for other construction services does not take into consideration the unique characteristics of any follow-along requirement. My example is heating, ventilation, and air conditioning (HVAC) repair. Problems with one HVAC system would require specific parts, tools, and labor, while the next HVAC repair would have different requirements. As I said, we just wanted to express our support.

Chairwoman Benitez-Thompson:

Are there any questions for Mr. Madole? Seeing none, is there anyone in Las Vegas wishing to testify in support of the bill? Is there any other testimony in support? Seeing none, I will open it up for testimony in opposition. I remind you folks that opposition means you are bringing amendments not supported by the bill sponsor, or have concerns with certain sections of the bill.

Ted Olivas, Director, Administrative Services, City of Las Vegas:

First, I wanted to thank Assemblyman Daly for working with me on this to clarify exactly what he was trying to do, and in fact, he did that over the weekend. I appreciate him doing that. Interestingly enough, I feel like I should be coming up here supporting what you just heard, because a lot of what you just heard is correct. In my opinion, it was never contemplated that you could do a construction project and then somehow join onto that project when they are vastly different by location. So, if I am the City of Las Vegas and I say, "Gee, I really like that new fire station that they put in the county; let me join that contract where it is different." While we may be able to take that same design somehow, it is site specific, so it is different. I do not think the law ever contemplated the use of joinder for that.

I heard both things, that the use of the joinder contract was, and did make, good business sense. In fact, I am here to say it is. There are a number of smaller jurisdictions that have the ability to purchase particular goods, mostly goods throughout the state based on the buying power of the state and some larger jurisdictions. So, if I am in West Wendover, and I need a couple of trucks, I can do a bid for that. I can; but I can go to the state, which just bought 100 trucks, and if that vendor is willing to give me the same price, now in West Wendover, with limited dollars, I get the same buying power. It certainly does not work for certain services. If the City of Las Vegas has a

maintenance contract of some sort, the provider may not want to do that out in Pahrump or in Caliente.

It really does help particularly smaller jurisdictions. It reduces costs; we are talking about taxpayer dollars, and a lot of the smaller jurisdictions do not have the resources to put those bids together, nor do they have the time. In general we are all agreeing here. What I do need to say is, NRS Chapter 338, which relates to public works, is very different than the goods and services that we purchase under NRS Chapter 332 for local governments, and NRS Chapter 333 for the state. That is where they buy goods, general services, and maintenance contracts, and all that stuff.

Nevada Revised Statutes Chapter 338 is for construction. It is very clear in that statute, NRS 338.010, subsection 16, which I have identified here, that it is for new construction, repair, or reconstruction of projects financed in whole or in part from public money for buildings, prisons, roads, highways, and that kind of stuff. It is construction.

However, construction is not maintenance. In all cases, construction is not maintenance; so, what we are talking about here is a slight clarification. You need to know that local governments do in fact, in the state, award maintenance contracts to people who are licensed under NRS Chapter 624 as a contractor; as well they should be. Because, if the City of Las Vegas has a contract for miscellaneous electrical repairs, so that our operation and maintenance group, when we have small requirements, we will have a properly licensed contractor doing that work. It is not a public work; it is not in the definition of a public work.

I am awarding a contract to someone who is licensed under NRS Chapter 624, and the way the current wording in the statute is amended, if I award a contract to someone who is required by NRS Chapter 624, I cannot join on that contract. Well, we are not talking about public works. I have identified on my summary that it would not allow a smaller jurisdiction to use our maintenance contracts. There are things like plumbing, electrical, landscape, elevator maintenance, and those kind of things, and so what I propose at the bottom of that sheet [referred to prepared text ([Exhibit F](#))] is that the provisions of those sections "do not apply to PUBLIC WORKS contracts AS DEFINED IN NRS 338.010.16 for which a contractor's license" That would allow the appropriateness for not being able to join on a public works contract. It is very clear.

Some of the examples that were provided earlier are quite troubling. That was never the intent of the joinder provisions from my estimation. This would clarify that. It would still allow us to use contracts in some very few instances where

someone is awarded a contract with one of us, under the provisions of NRS Chapter 624 for that maintenance-type work. I would be happy to answer any questions.

Assemblywoman Bustamante Adams:

Mr. Olivas, can you help me to understand, and I am sure it is in statute, but just in layman's terms, the difference between maintenance and construction?

Ted Olivas:

Hence the problem that we have today. There is no definition. When you look at NRS Chapter 338 it says, new construction, repair, or reconstruction. The way that we look at a repair is, we have a building, someone runs into that building, and we have to repair the building. That is a public work. It is not maintenance; you are not maintaining the building. As an example, if you are a school district and you have electrical problems that happen at various schools throughout the district, with plugs and things like that, you could call someone and have a time and material contract to get a licensed contractor to go do those small projects on your behalf. We consider that maintenance; that is not a public work. It is not the new construction, repair, or reconstruction of the building, and so, I do not believe, in my humble opinion, the examples that were provided as part of this testimony were maintenance contracts. We need to fix that. We need to clarify that. Certainly, maintenance does not fit into that definition in NRS Chapter 338.

Assemblywoman Neal:

We have had several bills that have led us to the same exact discussion on when municipalities have said a contract was maintenance, but it really was construction. Right? Then we hear today that it is unclear what the difference is, between repair and maintenance, because repair seems to be a part of maintenance. But, maybe that is just me. So why are we not, at some point, offering an amendment to clear that up? I do not want to keep going round and round that there is an accusation that a municipality labeled a construction contract maintenance, and we know that that is a problem and we are not fixing it. Do you understand what I am saying? If this is happening, if you are going around saying, "Oh it is maintenance," but really it is construction, and we have been doing it over and over and over again, when are we just going to get to the root? Right? Clear up the definition and say certain repairs fall into a maintenance category, and certain repairs fall into a construction category. Do you understand what I am saying? Because when I think about the word repair, you are maintaining something. So, delineate it for me, because I am new to this, and I know we are going to hear this more than probably I need to for the next four months.

Chairwoman Benitez-Thompson:

You can consider that rhetorical if you want.

Ted Olivas:

Please let me respond. I attempted to do so in the amendment I provided, saying, if it is a public work, you cannot join it. There is a definition for public work. If it is not a public work, it is okay. I agree with your assessment that perhaps we need to go back and clarify exactly what is maintenance, because clearly, some of the things you heard earlier were not maintenance. So, I agree with that, and I would be glad to work with Assemblyman Daly to do so.

Assemblyman Ellison:

Could you also put a price on that, what you consider as maintenance? I think Ms. Neal hit the nail on the head. Define what you consider construction and what is considered maintenance and what a cap is considered as, because prevailing wage has already shown this—what you are trying to come up with. So, I think that is a good idea if we could get those answers.

P. Michael Murphy, Coroner, Office of the Coroner, Clark County:

In keeping with our tradition, conceptually, we are in support of A.B. 85, but we would support the City of Las Vegas' amendment. Thank you.

Assemblyman Oscarson:

Really this is just a statement, and I agree with my colleague from the south that there needs to be a much clearer definition of what we are talking about: maintenance and maintenance issues in public works. I hope we all can get together and work that through, because again I am new to this, and it is a learning process. Anything you can do to clarify that would be very helpful for me. I appreciate you all being willing to work together to put this together with Assemblyman Daly.

Nicole Rourke, Executive Director, Community and Government Relations, Clark County School District:

We wanted to lend our support to the amendment proposed to you by the City of Las Vegas. We had similar concerns on the definition between the two types of projects, and we certainly understand the concerns of Assemblyman Daly that are being addressed by bringing this bill forward. We look forward to further defining things. Thank you.

Mary Pierczynski, representing Nevada Association of School Superintendents:

I want to begin by thanking Assemblyman Daly for his conversation with me over this bill. Originally, we were opposed to the bill because of the vagueness in section 1, subsection 3: the definitions. We do support the amendment that

has been brought forward by Ted Olivas from Las Vegas, and if a working group is put together to clarify issues that Assemblywoman Neal brought forward, we would certainly like to be part of that to get some clarification and clear definitions on construction and maintenance. Thank you.

Chairwoman Benitez-Thompson:

Are there any questions for either Ms. Rourke or Ms. Pierczynski, this morning? [There were none.] Thank you for your testimony. Is there any other testimony in opposition, here or in Las Vegas? Seeing none, I will accept testimony in neutral. Seeing none, I will invite the bill sponsor back up for any clarifying points.

Assemblyman Daly:

There are a couple of issues that I hope to clarify. First, I will go with Assemblyman Oscarson's question, and I recognize there are some issues or problems with some of the smaller jurisdictions, but this is a very narrow area we are trying to address. Now, I do not know that it would be bad policy, or out of the question for the City of Pahrump, Tonopah, and Nye County all to join in for a maintenance proposal under local government purchasing for electrical repair as needed. It is going to be on an hourly basis. So, I do not know that any of this prohibits that. You just have to do an original contract.

The other question when it comes up just so we are clear again, I support joinder. I think it is a very useful deal. If the state is buying 100 pickup trucks, they are going to get a better price and get a truck for \$8,000. Meanwhile, the City of Austin needs one pickup truck, they can join into that contract. I think that is efficiency, and things go from there. But, you did hit the nail on the head. I did not bring a bill to try to distinguish between construction and maintenance, and yes, we have that language in NRS Chapter 338, but what is maintenance is sometimes measured in degree. For instance, a school building has windows broken out, and they have to repair the windows. That is NRS Chapter 332 purchasing, or NRS Chapter 386, whichever the school district is under. They come in and fix the windows. We are not going to a public bid. If you are systematically changing out the windows in the schools throughout the district, that is construction, and you should bid it and get the windows replaced on multiple schools. The carpet wears out. When you replace the carpet, is that maintenance, or is that construction? That is replacing it: it is construction. It is not maintenance. You get a contractor to do it. You have those grey areas with paint and a variety of other things. I did not want to get into too many stories.

Recently, we had a discussion with Reno-Tahoe International Airport. They wanted to put new paint down on the runways for striping. The federal

government said, "Hey you need to use this new enhanced paint; it is better, it is more durable, et cetera." They are putting out a proposal to hire licensed contractors to apply these markings under purchasing. So, I called them, and I said, "What are you guys doing?" They said, "Oh well, it is purchasing, and it is not even prevailing wage, so we can bid it under this." I said, "No, it is an enhancement. You are public infrastructure, which is going to create a cost savings." Under the energy retrofits portions of that, they can bid it. They can bid it to contractors for that type of work, but it is subject to prevailing wage; but that is not the issue.

We support joinder in the proper setting. Every little opening that has been provided on this whole issue between construction and maintenance, and expansion, this and that, and the other thing, has been exploited. We have seen it go in a direction that is just bigger and bigger and bigger. This fixes the problem when it comes to a joinder. They can still bid the same way they have; and we will have those arguments separately. If I wanted to try to come in and define maintenance, it would be a different bill and a much bigger hornets' nest. The agencies are going to want to open up what maintenance is; we are going to want to narrow down what maintenance is. Simply put, and I have been to the school district presentations and various things, if you have a leak in your roof and you patch the roof; that is maintenance. If you replace the roof, it is construction. It is pretty simple. If common sense prevailed on this, we would not have to be here trying to have this argument. This joinder piece will fix one specific problem. We will save the maintenance thing for another day, I hope.

Assemblywoman Neal:

I just wanted to offer a quick follow-up comment. I really do just want to start getting at the root problems and fixing them, because I know I am not getting ready to spend my next five years dealing with the same exact issue.

Assemblyman Daly:

If we could legislate common sense and put it right in there: you have to use common sense on what is construction and what is maintenance, we would have done that already. I am not afraid of that issue, I am just saying that by and large, there has been some balance there. I have not seen a lot of those abuses. With all of us that interact with the agencies all across the state, common sense usually does prevail once we have a little dialogue. So, I do not know that that is really the root issue. In this application, of course, the joinder was all complicated by the rebates and various things, a follow-the-money type of a situation exacerbated the problem. These contracts they were talking about, the small ones for maintenance jobs, or Clark County saying, it has a plumbing contract, or electrical contract, and they are coming in, those are dollar cost-plus deals. You do not know what is going to be fixed. You do not

know the price of the material. It is a time and material, hourly basis deal, and no, the hours in Las Vegas are not going to translate driving out to Pahrump or up to Tonopah or over to Lincoln County, or other various things. So, those areas should try to get a local guy on those bids, and not try to joinder to someone out of Clark County. With that, I appreciate this Committee's consideration on the bill. We will have some follow-up discussions, but I am happy with the amendment the way that I proposed.

Chairwoman Benitez-Thompson:

Thank you. We will go ahead and close this hearing on A.B. 85. We will go ahead and open up the hearing on Assembly Bill 87.

Assembly Bill 87: Revises provisions governing local regulation of the zoning and construction of public schools in certain counties. (BDR 22-274)

Assemblyman Skip Daly, Washoe County Assembly District No. 31:

Here with me today I have Mark Stanton with the Washoe County School District and Joe Gabica as well. They will be able to provide some more expert testimony. The way I wanted to proceed on this bill as I present it to the Committee is, it started out with an idea. I talked with the Washoe County School District a lot about a variety of different issues and levels, from their funding and capital needs to some of the maintenance contracts they do, not that we want to kick that hornets' nest again. In that discussion we talked about a few things where there was a potential remodel at Sparks High School or some type of change that would be done there, and it was brought to my attention they cannot really do anything over there because of parking restrictions. There is not enough parking, they are grandfathered in, et cetera. Then we talked about a few different situations where schools were being developed; some were in the county, some were in the City of Sparks, some were in the City of Reno, and they all had different rules on a variety of planning and design issues.

Now, we are not going to talk about, or change, or attempt to change any of the code requirements on the actual construction on what type of lighting is required or plumbing, et cetera. You still are going to have all the oversight from the fire departments and all of those types of things. So, when we did that, it was my idea, and I want to put that on the record; the school district did not ask for this. I asked. I said, "Would this be beneficial?" They said, "yes." But if any of the other local jurisdictions are thinking that the school district asked for this, no. This is my idea. For example, if we have a setback on a school where you have to be so far away from the street for a building, and there is 50 feet in one jurisdiction, and 30 feet in another, and I want to take that acreage and build a classroom or a counseling center or a shop or

something useful, then I am all for that. The same applies to landscaping requirements. If I can use acreage in school districts that are going to be more towards the education side, then I am all for that. I do not need more landscaping.

So, that is what we wanted to do, to try to make those things as uniform as possible, and get the best bang for our buck. Mr. Gabica will be able to tell you a little bit more about some specifics and various things, if you have questions. So, that was the idea. I gave this to drafting and they went through it and did their thing; they did a very good job. They figured out that for the one meeting, in order to do the zoning part of it, that it would be best at the level they picked. I think they picked the regional plan. The jurisdictions have said they think that would be better at another area for each one, so that there is a little more local control. Reno, Sparks, Washoe County, and the school districts came and talked to me. They said they understand the concept and think there is some streamlining—which is really what this bill is about, streamlining government processes—for the schools only to make this a little easier for them.

There is a better way to accomplish the same thing. Those people are the experts who deal with these planning issues all the time. I do not have a problem with that. We do want to try to work that out, and that has been the representation that has been brought forward to me by many of the jurisdictions. They are supportive of the concept, but they think they have a better way. So, I suspect they are going to come up in opposition, as I told them, under the new rules. But, I do hope to work with them all to move this bill forward.

So, two things. We want to make it one-step with the zoning. I do not know how many of you have worked on some of these things. Oftentimes, the school district either has land they have had for a great deal of time—Mr. Stanton and Mr. Gabica could tell you more—but when there is a development that comes in and they go through the regional plan, the regional planning process, they have to go through how many houses you are going to have, where the shopping is going to be, how much is the residential to commercial mix, where are the schools, where are the fire departments, where is all the infrastructure, where are the main roads, how are we going to have access, egress, et cetera.

There is a lot of planning that goes into these designs. So, where that school is going to end up and some of this planning process is largely a negotiation with the developers. They dedicate a piece of land to the school district and say, this is going to be used for schooling. So, that zoning process has to take

place. There has been a lot of work before the spot for the school is to go in place. It is not like we have to go through the whole five-step process. I do not know how it is in southern Nevada, but here you have got the Sparks Planning Commission and the Sparks City Council and then you have to go to the regional plan and, if it is of regional significance, to the regional governing planning board. There are like four or five steps minimum. We are saying they have already known and decided where this school is going to go; change the zoning, let us have one hearing and get it done. Streamline the process for the school district.

The other part is when you actually get into the design for the school district to be able to have uniformity from jurisdiction to jurisdiction. They can plan and design their schools with a known standard that will be in place. That is going to be consistent whether they are in Incline Village, in Washoe County, unincorporated Washoe County and Palomino Valley, or in the middle of the City of Sparks, or in a new area in Reno. Sometimes there are overlapping jurisdictions. It will be in the county, but it will be in the city's sphere of influence, so two groups, Sparks Planning, and Sparks City Council Regional Plan, are now also, for the same project. Washoe Planning and Washoe County Commissioner's Regional Plan are parallel for the same school, for something that they have already decided months ago.

So, that is the idea. We put some words on a piece of paper. Some other people who have expertise in this area are saying that there is a better way to do it, a more efficient way to do it that will accomplish the same things. That gives everybody the degree of comfort they are looking for, so that is what I am hoping to do. I would be happy to answer any questions, but I think it would be better to let Mr. Stanton and Mr. Gabica go first. They may be better suited to answer the questions.

Mark Stanton, Chief Capital Projects Officer, Washoe County School District:

First, I would just like to thank Assemblyman Daly for sponsoring this bill and bringing it forward. Secondly, I would like to say that obviously, we, as Washoe County School District, are in support of it. We have many challenges, as everybody does, in developing properties as well as moving through the rezoning process. What we look forward to with this bill is the opportunity to sit down with the municipalities—the City of Reno, the City of Sparks, and Washoe County—and collaboratively work through the details to better enhance the planning process of the school district to where it is more consistent across our community, rather than actually dealing with three separate entities with each project that we may bring forward. So, this opens the door for that collaboration and discussion between the three of us. In fact, we all have a

meeting tomorrow to discuss this bill and the details associated with it and see where we can move forward with it. With that, I thank you.

Joe Gabica, Director of Planning and Design, Washoe County School District:

I am just going to echo what Mr. Stanton said for the sake of everybody's time. Thank you.

Assemblyman Ellison:

Assemblyman Daly, going through the bill, under section 2, subsection 2, it says "In a county whose population is 700,000 or more" Can you go back in and allow a change for that to be 100,000? This is one of those things that not everything fits.

Assemblyman Daly:

Yes. I was approached by some of the smaller counties that said that they would like to be exempted from the bill. I am fine with that. I meant to say that in my opening remarks, so thank you for bringing the question. As I said, when I told drafting to draft it, we had reached out. I asked Washoe County School District to reach out to Clark County. Clark County said, although they have more jurisdictions than we do, they had their own planning department and they do not want it. Maybe when they read the bill they will want to be in on it. I think there is some benefit to them, but that is up to Clark County. So, we had told drafting to include all of the other counties. When we look at it, and when you think about it, for instance, Carson City has no overlapping jurisdictions, and there are several others, including Esmeralda County. If any other small counties do not want to be included, we can make that change very easily in the way we write it, so that it applies to counties that are over 100,000 and less than 700,000. That is easy enough. Now, if there is a county, like Elko County, that has multiple jurisdictions, and you think this would be useful at some time in the future, it would be really easy to change, and you could just name the counties. If you want out, that is fine.

Assemblyman Oscarson:

I also have a question about section 2, subsection 3, paragraph (a), lines 12 through 16, specifically lines 14, and 15. It says, "approved by a building department, comply with the least restrictive requirements" Could you clarify what least restrictive would mean? Would that mean there is somebody who has gotten a variance, and the variance had been approved for lighting and landscaping and those kinds of things, that was what you would go with? Or, least restrictive meaning the least amount of cost to the entity to build? If you could just define that a little more for me, I would appreciate it.

Assemblyman Daly:

Yes, we are going to be clarifying that. I was just speaking with Mary Walker a minute ago. The least restrictive means that we are going to be able to put residential lighting on a commercial project. We will clarify that. That is not at all the intent. What we are trying to say is, if Pahrump has yet to have 10 parking spaces per 100 occupancy, and Tonopah says you must have 20, and Nye County says you have got to have 25, the least restrictive is 10, and that would be the standard.

When we started to draft this, I knew we would have negotiations. Drafting wanted to know the number of such things as parking spaces and projected quantities for various other things and we did not know. Drafting determined whichever agencies had the most favorable levels in existence today, that would be the guide for the levels they would work from. I anticipated there would be discussions, such as we are going to have, in order to work that out, and figure out the best way to do it. As I said, when I talked to them, we can talk about parking. We want to make sure that we have enough. I know, in my area, Sparks High School has got a deficiency in parking. A lot of the elementary schools that I went to when I was a kid, the same school my kids went to, have 25 spots. That is not even enough for faculty, so that does not really fit anymore. Whereas, Edward C. Reed High School has so much parking, you could have three events there and still not fill up the parking lot.

I do not want to see acreage that could be put to use for classrooms, and educating kids, or in any such manner, being wasted on setbacks, or being wasted on landscaping (in my view). So, those are the things we are going to look at. There were only a few areas that we wanted to try to uniform. We are going to clarify what least restrictive is, and we are not going to have any mixing or misunderstandings on commercial versus residential, or what the standards of the codes are.

Assemblywoman Swank:

I have a similar question for my colleague. I am a little concerned about these least restrictive requirements. Having been really involved in my neighborhood association, which is right off the north end of the Las Vegas Strip, for almost the past ten years, I have been to many of these meetings. I have talked with many developers. My concern here is that I see schools as the anchor for a community, and I guess I do not see that setbacks and landscaping are necessarily a waste. I know that we want to optimize the space that we have in our schools, but I also believe they should be the center of a community. To have those setbacks and that landscaping is relatively important, I think, to a community. So it makes me a bit concerned to have these least restrictive requirements. Also, especially in a neighborhood like mine where all houses are

one story, to have a building that could be quite vertical makes me a little concerned. So I guess I have a few concerns about these least restrictive requirements, and I also have a question about the public hearings. I have been to a lot of these public hearings too, and to have only one, I guess my concern is that it disadvantages people who do not necessarily work normal hours. You have people who work very different schedules. Some people work nine to five. Other people in the service industry do not work during the day, and I have found that if you have at least two meetings at different times, then you can get very different populations. I guess that is more of a comment than a question.

Assemblyman Daly:

Thank you Assemblywoman Swank. Washoe County is looking at some of the same concerns and questions about the neighborhoods and various things, and I am not saying that landscaping is a waste. It is not. We need to have landscaping and various things. The real goal is to try to uniform what it is, so that I do not have a difference from Washoe County to Reno. Joe Gabica did not bring it up, but the story that was related to me was in regard to Damonte Ranch High School here in Washoe County. They designed the school, they were building the school—it was all in Washoe County—and then there was a zoning change, or planning change, or whatever, because by the time they designed it and actually got to construction (they were already in construction) it became in the sphere of influence for the City of Reno. So they were in construction and design, they got it out to bid, everything was done, and the City of Reno hit them with new demands or requirements to meet the city's standard. The city did not care that construction was already underway per agreement with Washoe County. That is the problem we need to fix.

Assemblyman Elliot Anderson:

I just had a quick technical question. Obviously, I am a sponsor of this bill as well. I am wondering more about the purpose of the July 1, 2013 language on page 5, line 20. Is that to prevent sort of a race to the bottom in terms of zoning regulations? What is that clause there for?

Assemblyman Daly:

No. It is not a race to the bottom. It would be a race to the top. As I said, the landscaping requirement is 100 square feet per 10 feet of road frontage. That is what it is in Washoe County. It is 20 feet of road frontage in Sparks. Someone would up theirs to the highest one, and basically take away the effectiveness of what it is. We were trying to pick what it is, and maybe when we are talking with the agencies we are going to be able to pick a number that is in the middle and say this is what it is. The school district is not, from what I have understood, necessarily opposed to more or less of various things, they

just want to know whether I am in Sparks, whether I am in Washoe County, whether I am in Reno, that it is all going to be the same—what level we set it at. Like I said, it was a drafting problem. Drafting asked me how we are going to do it, and I told them to take the one that is most favorable. That is what it is going to be, and then we pick the dates so that they are in place at that date. If the bill passes, that would be the level we are starting at. Of course, we hope to come back to you with consensus of what is amendable and proper among everybody. Hopefully, we will have an amendment that comes back that everyone is comfortable with, but that is what the date was for—we want to set it at what it is now.

Chairwoman Benitez-Thompson:

Are there any additional questions? Seeing none, thank you so much for your testimony. I will go ahead and open up for testimony in support of A.B. 87.

Jack Mallory, representing Southern Nevada Building and Construction Trades Council:

Although this bill does not contemplate effect in Clark County in the way that it does business, we do rise in support of this bill for a couple of key different reasons. Mr. Daly spoke about the differences between jurisdictions as far as zoning requirements, setbacks, number of parking spaces, so on and so forth. When you have entities as large as school districts tend to be and you are going to prospectively build a number of facilities in the future, there is additional cost involved when you talk about having to design multiple facilities based on where they are going to be built according to the regulations within a specific jurisdiction. There is some cost savings that would be enjoyed in this case by the Washoe County School District by being able to standardize their plans based on an estimated basic footprint. Also, we support the concept of expediting the process and getting it through planning so that they can get that project off the ground and actually built. If there are any questions, I would be happy to answer them. We are in full support of the bill, and I ask that you consider doing so as well.

Chairwoman Benitez-Thompson:

Are there any questions for Mr. Mallory? Seeing none, is there any testimony from Las Vegas? I do not think there is anyone down there. Testimony in opposition?

Kim Robinson, Executive Director of Regional Planning, Truckee Meadows Regional Planning Agency:

We are here signed in as opposition to the bill, however that is to the language as it is currently written. As Assemblyman Daly mentioned, we have gotten together and discussed the idea of having a meeting tomorrow, actually, to

discuss some of the details, specifically within the language of this bill. We are looking forward to working with the three jurisdictions and the school district tomorrow to meet the intent of the bill, but perhaps in a little bit of a different way.

John Slaughter, Management Services Director, Government Affairs Coordinator, Washoe County:

I want to thank Assemblyman Daly for bringing the bill forward and for his openness for discussion that has been mentioned several times now. We have a group coming together tomorrow, and I am very confident that that group of very talented individuals will get together and meet with Assemblyman Daly to come to a conclusion that everyone can support.

Cadence Matijevich, Assistant City Manager, City of Reno:
Me too.

Chairwoman Benitez-Thompson:

Thank you, I appreciate that. Are there any questions for Ms. Robinson, Mr. Slaughter, or Ms. Matijevich? [There were none.] Is there anyone else wishing to testify?

Adam Mayberry, representing City of Sparks:

I wish to share the sentiments from my colleagues who just came before you and we certainly oppose the bill in its current form, but we look forward to working with the bill sponsor. I am sure that we can find an appropriate agreement moving forward. Thank you.

Dagny Stapleton, representing Nevada Association of Counties:

We are in opposition to the bill as it is currently written, but we would like to work with the other interested parties and the bill sponsor, especially in regard to how the bill applies to the rural counties. Thank you.

Mary Walker, representing Carson City, Douglas County, Lyon County, and Storey County:

We rise in opposition to the bill; however, we would like to work with the sponsor. We sincerely appreciate Assemblyman Ellison's request for the rural counties to be taken out of the bill, as well as Assemblyman Daly's response that would be fine. We do believe this is more of an urban issue; it is not a rural issue. We appreciate that consideration. I think Mr. Ellison said it correctly that one size does not fit all. Thank you very much.

Assemblyman Livermore:

My question for Ms. Walker is: has the Carson City Board of Supervisors heard this bill?

Mary Walker:

The Carson City Board of Supervisors has not. What has happened is, I have gotten information in regards to the concerns of the bill for Carson City. For example, as the bill is currently written, it states that within a county it would use the least restrictive zoning, so what happens is, it would go against the policy of the current Board, and the policy of the current Planning Commission, to allow commercial-type zoning to affect residential areas. So, it is going against the current policy. Thank you very much.

Assemblyman Livermore:

I have been watching the agenda for the Carson City Board of Supervisors, and I have not seen this bill. I guess my point of raising the question is, I would think that before you represent Carson City, that Board of Supervisors should have heard this bill.

Mary Walker:

Thank you, Mr. Livermore, I appreciate that. Basically it is going against the current policy of the Board as well as the Planning Commission, and there are concerns in regards to that bill. It has not been able to go to the Board because it came up so fast and the hearing is now, so I am sure that they will be taking action on it on Thursday. Again, it is just against the current policy.

Chairwoman Benitez-Thompson:

Are there additional questions? Seeing none, is anyone else wishing to speak?

Mary Pierczynski, representing Nevada Association of School Superintendents:

Originally, we opposed the bill as it was written, but we do want to make sure that when Assemblyman Daly gets together his working group, we could be involved in that to discuss the part that we have concerns with, which is the rural school districts. We certainly appreciate the Assemblyman's attempts to help the Washoe County School District as they deal with their construction issues, since they face multiple jurisdictions. Thank you.

Chairwoman Benitez-Thompson:

Thank you. Is there anyone else? [There was no one.] Is there anyone in Carson City who wants to put testimony on the record in neutral? Are there any in Las Vegas? Seeing none, Assemblyman Daly would like to make some closing comments.

Assemblyman Daly:

I do look forward to working with the people who came forward, and they are already starting to coalesce, and go forward from there. But what I wanted to mention is, and obviously with the Chairwoman's support and blessing, I do want to tell everyone who is interested, if they are not here, or they are hearing about this, or anybody else who has to put something on the record to do that, come to my office, put your name in with my attaché, and we will make sure that you are contacted as we go forward and work on consensus here. I appreciate it.

Chairwoman Benitez-Thompson:

Thank you. So anyone who would like to work with Assemblyman Daly on this bill, please make sure that you follow up with him. I will go ahead and close the hearing on A.B. 87. I will open up the microphones for any public comment, either from up here in Carson City, or from Las Vegas. If there is no public comment, I will go ahead and close this meeting of Assembly Government Affairs. Meeting adjourned [at 10:13 a.m.].

RESPECTFULLY SUBMITTED:

John Budden
Committee Secretary

APPROVED BY:

Assemblywoman Teresa Benitez-Thompson, Chairwoman

DATE: _____

EXHIBITS

Committee Name: Committee on Government Affairs

Date: February 18, 2013

Time of Meeting: 8:01 a.m.

Bill	Exhibit	Witness / Agency	Description
	A		Agenda
	B		Attendance Roster
A.B. 76	C	Anthony Bandiero	Prepared Text
A.B. 76	D	Ron Dreher	Prepared Text
A.B. 85	E	Assemblyman Daly	Proposed Amendment
A.B. 85	F	Ted Olivas	Proposed Amendment