

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

TUESDAY

10:00 A.M.

September 9, 2014

PRESENT:

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

Jaime Dellera, Deputy County Clerk
John Slaughter, County Manager
Paul Lipparelli, Legal Counsel

The Washoe County Board of Commissioners convened at 10:03 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Deputy Clerk called the roll and the Board conducted the following business:

14-0773 AGENDA ITEM 3 – PUBLIC COMMENT

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

Ardena Perry read a letter detailing her concerns about animal control in the City of Sparks and the Nevada Humane Society. A copy of the letter was placed on file with the Clerk.

Levi Hooper described a building fire he witnessed. He said he called the Fire Department and helped to evacuate residents from nearby apartments. He expressed his gratitude to the Fire Department for arriving quickly.

Sam Dehne spoke about the Burning Man event, the downtown kayak park, the Air National Guard and Tesla.

At the request of John Slaughter, County Manager, Levi Hooper commented further about the fire he witnessed. He said on August 22nd he found a vehicle on fire in a back alley close to some apartments and that flames were 30 feet high. He described the steps he took to evacuate the residents prior to the arrival of the Reno

Fire Department. He thought he was in the right place at the right time and said the Fire Department did a great job.

Commissioner Weber said Mr. Hooper did more than most people would have and thanked him for his citizenry

Commissioner Berkgigler said Mr. Hooper worked hard on homeless issues and she thought he went above and beyond what most people would do in order to rescue those people from the fire. She said he was owed a debt of gratitude and a round of applause.

14-0774 AGENDA ITEM 4 – ANNOUNCEMENTS

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

John Slaughter, County Manager, commented about the incident which took place on September 3rd near the County complex. He thanked employees for keeping staff and citizens safe and thanked the Sheriff’s Office for being in constant communication with him throughout the incident. He said he had a meeting with Department Heads to discuss making procedural improvements and asked for a comprehensive review of County protocols within thirty days. He announced the new online posting process for Board agendas was in place and said issues regarding access for mobile devices had been resolved. He thanked the Technology Services Department and Denise Clauss for their efforts.

Chairman Humke expressed sorrow for the passing of former Commissioner, Sue Camp. He said she had been appointed by former Governor Miller and served as County Commissioner for District 2 from September 1997 through January 1999. He said she also served as a member of the Reno City Council and there would be a Celebration of Life on November 1st at the Atlantis Hotel and Casino.

Commissioner Weber wondered which Fire Department Levi Hooper referred to in his comments to the Board and hoped the County Manager would get more details about the incident so the Board could acknowledge him for his quick action and life saving efforts.

Commissioner Hartung recognized Cooper Miller as the young man who was sitting beside him. He congratulated the County Manager, staff, the Sheriff’s Department, the Reno Police Department and all responding agencies for the smooth lock-down on September 3rd. He asked the County Manager to update the Board with the review of safety procedures and protocols detailing any changes. He said the Sheriff’s motor officers were in need of special equipment to properly and effectively respond to

an active shooter incident and asked the Manager to follow up on budgeting for those items. He said he attended the Sheriff's office medal awards ceremony where community heroes were recognized and the event included a display of the RAVEN helicopter and a canine inspection demonstration. He thought the canine patrol was amazing and a wonderful asset. He spoke about the success of The Great Reno Balloon Race and said he had an opportunity to go up in a hot air balloon with local pilot Ingrid Martell. He stated he was pleased to have been at the Capitol for the Tesla announcement and had heard there were other companies interested in coming to the area because of Tesla. He thought it would draw economic activity to the region and thanked everyone who was involved in making it a reality.

Commissioner Berkbigler thanked the County Manager and staff for their efforts during last week's incident. She said she was in the building during the shutdown and she thought it was a smooth operation.

Chairman Humke spoke about the Tesla announcement and the special legislative session for the consideration of several bills which would accommodate the fulfillment of Tesla's obligations to the State of Nevada and Storey County. He expressed thanks to the State of Nevada, the Governor's Office, the Office of Economic Development, affiliated agencies and Storey County for their efforts and hoped for legislative success.

14-0775 AGENDA ITEM 6 - PROCLAMATION

Agenda Subject: "Proclamation--September as Childhood Cancer Awareness Month. Requested by Commissioner Berkbigler."

Commissioner Berkbigler read and presented the Proclamation to the Cooper Miller family and Leslie Katich, Director of Programs and Services for the Northern Nevada Children's Cancer Foundation. She said the Board was proud to wear the gold pins they had been given in honor of children who were fighting the disease.

Leslie Katich said approximately 112 families in Nevada who would hear the words that their child had cancer this year. She said the Foundation was solely dedicated to helping families with emotional and financial support so they could focus on their children getting better. She thanked the Board on behalf of all the families and children she served and said she felt privileged to know such incredibly special children.

In response to the call for public comment, Tom Clark said he appreciated the Board's recognition of the important issue of childhood cancer. He said the Northern Nevada Children's Cancer Foundation was close to his heart because he saw how the foundation went to work to support the Zimmerman family, whose daughter Emily was diagnosed with a brain tumor. He said expenses and travel costs were paid, which took all the financial pressure off the family so they could focus on the health of their child. He encouraged people to provide resources to the Foundation so it could continue its good work.

Sam Dehne commended Mr. Clark for his comments and said he thought childhood cancer awareness should happen throughout the year, not just in the month of September.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 6 be adopted.

14-0776 AGENDA ITEM 5 - PROCLAMATION

Agenda Subject: “Proclamation--September 18, 2014 as Healthy Living Day.”

Commissioner Jung read and presented the Proclamation to Kelli Seals, Health Educator for the Washoe County Health District. Ms. Seals thanked the Board for the Proclamation and provided them with a Healthy Living brochure, which was placed on file with the Clerk. She said there would be a Healthy Living Forum on September 18th and explained the program previously focused on obesity; but had been expanded to look at other issues such as tobacco, marijuana and e-cigarette use. She thanked the Board for their support.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 5 be adopted.

14-0777 AGENDA ITEM 7 - PROCLAMATION

Agenda Subject: “Proclamation--September 2014 as Hunger Action Month. Requested by Chairman Humke.”

Chairman Humke read and presented the Proclamation to Jocelyn Lantrip, Marketing and Communications Director for the Food Bank of Northern Nevada. Ms. Lantrip thanked the Board for the Proclamation and said she appreciated the Board for stepping forward to help the Food Bank feed people in the community. She said one in four children did not have enough to eat and did not know where their next meal was going to come from, so the problem continued to be very serious and she greatly appreciated the Board’s recognition.

Commissioner Berkbigler said it was heartbreaking to know children were going hungry and it was extremely important for the Commissioners to continue to support efforts to protect children from hunger and to help families affected by childhood cancer.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 7 be adopted.

CONSENT ITEMS 8A THROUGH 8I

14-0778 AGENDA ITEM 8A

Agenda Subject: “Approve minutes for the Board of County Commissioners’ meetings of July 22 and August 12, 2014.”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8A be approved.

14-0779 AGENDA ITEM 8B – MANAGER

Agenda Subject: “Notification of a budget adjustment made in order to accommodate travel expenditures in excess of the original budget, but within the Manager’s Office – Emergency Management program approved budget for fiscal year 2014-2015 (no fiscal impact). (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8B be acknowledged.

14-0780 AGENDA ITEM 8C1 – COMMUNITY SERVICES

Agenda Subject: “Approve a Commercial Lease between Ryder Homes of Nevada, Inc., (Owner) and Washoe County (Tenant), for the use of 80 parking spaces located at 0 Pine Street, APN 011-175-13, retroactively to September 1, 2014 [\$30,600], to provide additional parking for Washoe County employees, as authorized under NRS 244.275. (Commission District 3.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8C1 be approved.

14-0781 AGENDA ITEM 8C2 – COMMUNITY SERVICES

Agenda Subject: “Approve a Parking Management Agreement between Washoe County (Owner) and Propark America West LLC (Manager), retroactive to July 1, 2014 [annual amount \$39,306], granting authority for the daily management, billing and enforcement of parking for Washoe County employees, and the authorized users of the Liberty Garage located at 220 S. Center Street, as authorized under NRS 244.294. (Commission District 3.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8C2 be approved.

14-0782 AGENDA ITEM 8C3 – COMMUNITY SERVICES

Agenda Subject: “Approve a State of Nevada Importer and Wholesale Dealer of Wine, Liquor and Beer License for E-Miles Enterprise, LLC (Eduardo Reyes-Guerrero), dba Artisanal Mezcal, and if approved, authorize each Commissioner to sign the State of Nevada Application for License for Importer and Wholesale Dealer of Wine, Liquor, and Beer with direction for the County Clerk to attest the license application. (Commission District 3.)”

In response to the call for public comment, Sam Dehne noted his support.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8C3 be approved, authorized and directed.

14-0783 AGENDA ITEM 8D1 - SHERIFF

Agenda Subject: “Approve the donation of a Gas Chromatograph/Mass Spectrometer [approximate value \$5,000] and a Centrifuge [approximate value \$1,000] to the University of Nevada, Reno from the Washoe County Sheriff’s Office Forensic Science Division for use in their Chemistry Department. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung acknowledged the donation made to the University of Nevada, Reno (UNR) for educational purposes.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8D1 be approved.

14-0784 AGENDA ITEM 8D2 - SHERIFF

Agenda Subject: “Approve Forensic Support Services Agreements between Washoe County on behalf of the Washoe County Sheriff’s Office Forensic Science Division and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno and the Truckee Meadows Community College Police Departments for \$12,717; Carson City Sheriff’s Office for \$50,484; and the West Wendover Police Department for \$15,897 retroactive for the term of July 1, 2014 to June 30, 2015 for Forensic Laboratory Analysis Service fees [income of \$79,098] FY 14-15. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8D2 be approved. The Interlocal Agreements for same are attached hereto and made a part of the minutes thereof.

14-0785 AGENDA ITEM 8D3 - SHERIFF

Agenda Subject: “Approve Law Enforcement Order for Services between Bureau of Land Management and Washoe County, on behalf of the Washoe County Sheriff’s Office, to provide reimbursement for extra staffing needed in the Gerlach/Empire area during the annual Burning Man Festival, retroactive from August 22, 2014 to September 2, 2014. Estimated total reimbursement for staffing [not to exceed \$10,000]. (Commission District 5.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8D3 be approved.

14-0786 AGENDA ITEM 8D4 - SHERIFF

Agenda Subject: “Approve Sheriff’s Security Agreement between Big Blue Adventure LLC and the Washoe County Sheriff’s Office to provide uniformed Deputy Sheriffs for security (costs to be reimbursed by Big Blue Adventure LLC) for a period beginning retroactive to August 5, 2014 and ending December 31, 2018. Security is requested during the 2014 through 2018 Xterra Lake Tahoe Triathlon events to be held in Incline Village, Washoe County; and direct Comptroller’s Office to make necessary budget adjustments. (Commission District 1.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8D4 be approved and directed.

14-0787 AGENDA ITEM 8E1 – SOCIAL SERVICES

Agenda Subject: “Accept grant [\$91,500, no County match] for additional CHAFEE program funds from the State of Nevada Division of Child and Family Services (DCFS) retroactive to July 1, 2014 through June 30, 2015 to assist youth in making the transition from foster care to economic self-sufficiency. Authorize food and travel so that the youth and staff may attend the annual statewide ILP conference, the annual Daniel Memorial Conference and the Ropes Program; and direct the

Comptroller's Office to make the appropriate budget adjustments. (All Commission Districts.)"

In response to the call for public comment, Sam Dehne noted his support.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8E1 be accepted, authorized and directed.

14-0788 AGENDA ITEM 8E2 – SOCIAL SERVICES

Agenda Subject: "Approve FY 2013 Supportive Housing Program Grant Agreement between the United States Department of Housing and Urban Development (HUD) and Washoe County [\$32,345; \$2,390 County match] to provide housing and supportive services for homeless families; retroactively for the period of September 1, 2014 through August 31, 2015; and direct the Comptroller's Office to make the appropriate budget adjustments. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8E2 be approved and directed.

14-0789 AGENDA ITEM 8F - LIBRARY

Agenda Subject: "Accept donation [\$224,910, no local match required] from Friends of Washoe County Library, for restricted use towards the operational needs of Sierra View Library located at the Reno Town Mall, 4001 S. Virginia Street, Reno, NV; and direct the Comptroller's Office to make the necessary budget adjustments. (Commission District 2.)"

On behalf of the Board, Commissioner Jung thanked the Friends of Washoe County Library for their generous donation.

There was no public comment on this item.

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

14-0790 AGENDA ITEM 8G – LIBRARY

Agenda Subject: "Accept one Vivid HD900 VideoEye Camera and Sony 32" LCD HDTV Monitor [estimated value \$5,395 no charge to the County] donated to Washoe County Library System by Mrs. Esther Early to assist visually impaired users in accessing printed material in the library. (All Commission Districts.)"

On behalf of the Board, Commissioner Jung thanked Mrs. Early for her generous contribution.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8G be accepted.

14-0791 AGENDA ITEM 8H - SHERIFF

Agenda Subject: “Accept donation [\$250] from Mrs. Helen O. Mooney to the Washoe County Sheriff’s Office for the Citizen Corps Program (CCP); and direct Comptroller’s Office to make appropriate budget adjustments. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked Mrs. Mooney for her donation.

There was no public comment on this item.

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

14-0792 AGENDA ITEM 8I - SHERIFF

Agenda Subject: “Acknowledge donation of two batteries to power the Bullex Fire Simulator [valued at \$216] from the City of Reno to the Washoe County Sheriff’s Office for the Citizen Corps Program (CCP). (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked the City of Reno for their generous donation.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8I be acknowledged.

BLOCK VOTE

The following agenda items were consolidated and voted on in a block vote: 9, 10, 11, 12, 13 and 14.

14-0793 AGENDA ITEM 9 – SOCIAL SERVICES

Agenda Subject: “Recommendation to accept a Child Abuse and Neglect Sub-Grant [\$119,396, no match required] from the State of Nevada, Division of Child and Family Services to support child protective services retroactive to July 1, 2014 through December 31, 2014; and direct the Comptroller’s Office to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 9 be accepted and directed.

14-0794 AGENDA ITEM 10 – SOCIAL SERVICES

Agenda Subject: “Recommendation to authorize the Department of Social Services to accept work program funding [\$286,264], that was approved by the State Interim Finance Committee (IFC) August 27, 2014, in State General Fund authority to support Specialized Foster Home placements retroactively from July 1, 2014 through June 30, 2015; and direct the Comptroller’s Office to make the necessary budget adjustments--Social Services. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10 be authorized and directed.

14-0795 AGENDA ITEM 11 – SOCIAL SERVICES

Agenda Subject: “Recommendation to accept grant [\$2,666,667, \$333,295 County match] from the Federal Administration for Children and Families to prevent long-term foster care effective September 30, 2014 through September 29, 2015; and direct the Comptroller’s Office to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

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

14-0796 AGENDA ITEM 12 – SOCIAL SERVICES

Agenda Subject: “Recommendation to accept grant award [\$277,472, no County match] in Federal Adoption Incentive funds from the State of Nevada Division of Child and Family Services (DCFS) effective October 1, 2014 through September 30,

2015 to assist the Department of Social Services with the Adoption Program and authorize the Department to expend up to \$10,000 to sponsor four adoption day celebrations per year, one per quarter to include the purchase of refreshments, decorations, public awareness, and costs of photographs and video recordings of the adoption hearings; and authorize the Department to expend the grant revenue and direct the Comptroller's Office to make the appropriate budget adjustments. (All Commission Districts)"

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 12 be accepted, authorized and directed.

14-0797 AGENDA ITEM 13 – COMMUNITY SERVICES

Agenda Subject: "Recommendation to approve the purchase of one Epoke S4902 Sirius Combi AST [\$111,319.40] and one Epoke Igloo [\$60,700.90] (bulk material spreaders with GPS automation and tracking) for use in the Lake Tahoe area utilizing a State of Ohio bid dated September 1, 2011. (Commission District 1.)"

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 13 be approved.

14-0798 AGENDA ITEM 14 – COMMUNITY SERVICES

Agenda Subject: "Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the SCADA Telemetry FCC Compliance Project recommended [George T. Hall Co. Inc., \$146,240]. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 14 be awarded and approved.

14-0799 AGENDA ITEM 16 – REPORTS AND UPDATES

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

Commissioner Berkbigler said the Commissioners all attended the Tesla announcement and even though the Tesla facility would not be located in Washoe County, it would have an effect on the County's property tax base and on sales taxes

because people would be relocating to the area. She said she attended the Internal Audit Committee meeting and there was discussion about the purpose of the committee which she found educational. She said she would be attending the Tahoe Regional Governing Board meeting on September 21st. She reported she would be attending the Tahoe Transportation District (TTD) board meeting where they would discuss the completion of the state-line to state-line bike trail as well as the addition of a new bike trail in the Crystal Bay area. She said the Tahoe Regional Planning Agency (TRPA) was working on a number of environmental issues and they would be seeking funding from the Federal Government. She commented she was fortunate to have the opportunity to go up in a hot air balloon at The Great Reno Balloon Race and she was amazed by the number of people who attended the event.

Commissioner Weber thanked the Board, specifically Commissioner Jung, for supporting The Great Reno Balloon Race. She said it was a great partnership and an opportunity to utilize the regional park for the benefit of people who travel to the community as well as for local residents.

Commissioner Jung said Washoe County's partnership with The Great Reno Balloon Race was in its second year and she thanked the Board for approving sponsorship of the event. She thought it was important for citizens to know it was the number one locally attended special event in the region and that County support benefitted taxpayers. She explained the partnership was first suggested to the Board by the Regional Space and Parks Commission.

Commissioner Jung reported the Board would be participating in the Northern Nevada Literacy Council (NNLC) Spelling Bee on September 18th and she encouraged Washoe County employees to attend. She reported staff was working to make Washoe County a bee friendly community and said the Parks Departments in both Sparks and Reno had adopted guidelines regarding the use of pesticides in parks and open space in order to encourage more bee colonies. She suggested individuals could participate by voluntarily choosing to use bee friendly products in their gardens.

Commissioner Jung talked about an issue worked on with the Northern Nevada Literacy Council regarding neighborhood libraries. She explained the idea was to install small neighborhood dispensaries so people would be encouraged to share books and read more. She said she represented the Board at a special showing of a documentary called "Cowspiracy", which was organized by animal-rights activists who had been heavily involved in the public forums regarding the new animal Ordinance. She said the documentary was about environmental sustainability and she encouraged people to watch it. She said she attended the Regional Transportation Commission (RTC) Open House in Sun Valley and received some great feedback from people attending that event. She reported the Flood Project Coordinating Committee meeting had been cancelled because there were not enough action items to consider. She said there would be a Truckee Meadows Water Authority meeting and a Library Board meeting on September 17th and she encouraged Board members to attend the Regional Jobs Network meeting on September 18th.

Commissioner Hartung talked about the Rib Cook-off event and the Reno Air Races. He said Rancho San Rafael Park opened in 1981 and the balloon races had been held there since 1982. He said average attendance at the event was over one hundred thousand people and typically featured around one hundred balloons. He thought it was a phenomenal event and a great use of the regional park system. He said he would be attending the State Land Use Planning Advisory Council (SLUPAC) meeting in Ely and would report back with more information.

Chairman Humke talked about the Regional Transportation Commission's Regional Road Impact Fee (RRIF) workshop. He said RRIF was a taxation method to avoid the concept of exactions and a way to organize the required costs of building new roads that were assessed against new development in the community. He said it was a successful workshop and he would bring back more information at a later date.

11:16 a.m. The Board recessed.

06:00 pm The Board reconvened with all members present.

PUBLIC HEARING

14-0800 AGENDA ITEM 15 – COMMUNITY SERVICES

Agenda Subject: “Second reading and adoption of an Ordinance approving the “First Amendment to Development Agreement (Broken Hills Subdivision)” amending a Development Agreement originally approved in 2009 (DA09-003) regarding the Broken Hills Subdivision (approved in 2005 as Tentative Map TM05-012). This amendment (Case No. AC14-003) extends the deadline for filing the next in a series of final subdivision maps to August 25, 2019, with a possible extension by the Community Services Department, Planning and Development Division Director to August 25, 2021. The subdivision is located west of Kinglet Drive and Calle De La Plata and directly west of the Spanish Springs Airport and is currently undeveloped within Section 21, T21N, R20E (APN: 089-621-01, 089-632-01, 02, 03, 04 & 05) Bill No. 1722. (Commission District 4.) This Item continued from the August 26, 2014 County Commission meeting.”

6:00 p.m. The Chairman opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance. There being no response, the hearing was closed.

Jaime Dellera, Deputy County Clerk, read the title for Ordinance No. 1542, Bill No 1722.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Ordinance No. 1542, Bill No 1722, entitled, "AN ORDINANCE APPROVING THE “FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (BROKEN HILLS SUBDIVISION)”

AMENDING A DEVELOPMENT AGREEMENT ORIGINALLY APPROVED IN 2009 (DA09-003) REGARDING THE BROKEN HILLS SUBDIVISION (APPROVED IN 2005 AS TENTATIVE MAP TM05-012). THIS AMENDMENT (CASE NO. AC14-003) EXTENDS THE DEADLINE FOR FILING THE NEXT IN A SERIES OF FINAL SUBDIVISION MAPS TO AUGUST 25, 2019, WITH A POSSIBLE EXTENSION BY THE COMMUNITY SERVICES DEPARTMENT, PLANNING AND DEVELOPMENT DIVISION DIRECTOR TO AUGUST 25, 2021. THE SUBDIVISION IS LOCATED WEST OF KINGLET DRIVE AND CALLE DE LA PLATA AND DIRECTLY WEST OF THE SPANISH SPRINGS AIRPORT AND IS CURRENTLY UNDEVELOPED WITHIN SECTION 21, T21N, R20E (APN: 089-621-01, 089-632-01, 02, 03, 04 & 05),” be adopted, approved and published in accordance with NRS 244.100.

14-0801 AGENDA ITEM 17 – CLOSED SESSION

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

There was no closed session.

14-0802 AGENDA ITEM 19 – PUBLIC COMMENT

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

There was no response to the call for public comment.

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6:03 p.m. There being no further business to discuss, on motion by Commissioner Berkgler, seconded by Commissioner Hartung, which motion duly carried, the meeting was adjourned.

DAVID HUMKE, Chairman
Washoe County Commission

ATTEST:

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

*Minutes Prepared by:
Cathy Smith, Deputy County Clerk*

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER
EDUCATION ON BEHALF OF
THE UNIVERSITY OF NEVADA, RENO POLICE SERVICES AND THE
TRUCKEE MEADOWS COMMUNITY COLLEGE POLICE DEPARTMENT**

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

WITNESSETH:

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

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

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

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

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

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

14-0784

A. For fiscal year 2014/2015 USER shall pay to WASHOE a fee of **\$12,717**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **Exhibit A** attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

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

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2014 and terminate as of June 30, 2015 (initial term).

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

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

DATE: 8/12/14

BY: Michael Haley
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 9-9-14

BY: Paul Walsh
CHAIRMAN

DATE: 9-9-14

ATTEST: Jaime Bellera, Deputy Clerk
WASHOE COUNTY CLERK



DATE: 7/23/2014

USER
BY: Thomas L. Judy
THOMAS L. JUDY, ASSOCIATE VICE PRESIDENT, BUSINESS AND FINANCE FOR THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO POLICE SERVICES

DATE: 8/6/2014
Board of Regents of the Nevada System of Higher Education, on behalf of Truckee Meadows Community College
Maria Sheehan
Dr. Maria Sheehan
President
8/7/14
Date

BY: Bruce
TRUCKEE MEADOWS COMMUNITY COLLEGE POLICE DEPARTMENT

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Arson (Ignitable Liquids)

Controlled Substances

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

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

Shoepoint and Tire track Comparison

Firearms/Toolmark Examinations

- Distance determination

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

Crime Scene Investigation

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

Latent Print Processing

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

Photo Laboratory Services

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

Primary Examination

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

DNA Analysis

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

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

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

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

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

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

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
CARSON CITY ON BEHALF OF
THE CARSON CITY SHERIFF'S OFFICE**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and CARSON CITY on behalf of the CARSON CITY SHERIFF'S OFFICE, hereinafter referred to as USER.

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2014/2015 USER shall pay to WASHOE a fee of **\$50,484** which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **Exhibit B** attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

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

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

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

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

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

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

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

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

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2014 and terminate as of June 30, 2015.

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

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

DATE: 8/30/14

BY: David Baker
WASHOE COUNTY SHERIFF
for Mike Haley

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 9-9-14

BY: Andi Wolf
CHAIRMAN

DATE: 9-9-14

ATTEST: Jaime Dellen, Deputy Clerk
WASHOE COUNTY CLERK



DATE: 8/18/14

USER
BY: Ken Furlong, Sheriff

Exhibit B

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

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

Arson (Ignitable liquids)

Qualitative Testing of Controlled Substances

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

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

Shoeprint and Tire Track Comparison

Firearms/Toolmark Examinations

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

Latent Print Processing

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

Primary Examination

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

DNA Analysis

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

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

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on clandestine manufacture of drugs. This inability is limited to drug analysis not crime scene response.

- Analysis of the contents of syringes; unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair, chemical unknowns, physical match and explosive materials
- Document examination such as handwriting comparisons
- With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

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

Crime Scene Investigation

- Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always require a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
 - Homicide
 - Attempted homicide
 - Officer involved shootings
 - Questionable deaths with detective on scene
 - Kidnapping
 - Child abuse
 - Sexual assault with substantial bodily injury or unknown suspect
 - Battery with a deadly weapon with substantial bodily injury
 - Armed robbery with substantial bodily injury
 - Bank robbery with substantial bodily injury
 - Robbery, strong armed, with substantial bodily injury
 - Fatal traffic accidents when vehicular homicide is suspected
 - Homicide autopsy

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

- \$25.00 per CD

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

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

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
THE CITY OF WEST WENDOVER ON BEHALF OF
THE WEST WENDOVER POLICE DEPARTMENT**

THIS AGREEMENT is made and entered by and between WASHOE COUNTY, on behalf of the WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to collectively as WASHOE, and the CITY OF WEST WENDOVER on behalf of the WEST WENDOVER POLICE DEPARTMENT, hereinafter referred to as USER.

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2014/2015 USER shall pay to WASHOE a fee of **\$15,897**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **Exhibit A** attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

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

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

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

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

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

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

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

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4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2014 and terminate as of June 30, 2015.

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

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

DATE: 5-1-14

BY: *Michael Haley*
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 9-9-14

BY: *Sam Bahr*
CHAIRMAN

DATE: 9-9-14

ATTEST: *Jaime Deller*
WASHOE COUNTY CLERK



USER

DATE: 05/12/14

BY: *Emily Carter*

ATTEST: *[Signature]*

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

Arson (Ignitable Liquids)

Controlled Substances

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

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

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

- Distance determination

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

Crime Scene Investigation

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

Latent Print Processing

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

Photo Laboratory Services

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

Primary Examination

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

DNA Analysis

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

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

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

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

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

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