

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

TUESDAY

10:00 A.M.

JULY 22, 2014

PRESENT:

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

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

The Washoe County Board of Commissioners convened at 10:08 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

14-0649 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. "

Billy Howard spoke about the production of Foie Gras being cruel to ducks and geese. A copy of some information about Foie Gras production was placed on file with the Clerk.

Garth Elliott spoke about the purchasing of replacement motorcycles and how he believed the bidding process was influenced by the personal preferences of the person working on the bid. He said he also felt the motorcycles were being replaced too soon.

Sam Dehne agreed with the comments made about Foie Gras. He spoke about the decibel level decreasing during Hot August Nights and Street Vibrations over the last few years, voting, and the *Reno Gazette-Journal*.

Chairman Humke requested a moment of silence for Peter Simeoni, Washoe County Deputy District Attorney, and the 298 people who lost their lives in the crash of Malaysia Airlines Flight 17.

14-0650 AGENDA ITEM 5 - RESOLUTION

Agenda Subject: "Resolution--In support of Vietnam Veterans of America, local Chapter, Sierra Nevada Chapter 989. Requested by Commissioner Hartung."

Commissioner Hartung said we could assemble here today, because of what the veterans gave us and what they did for us every day. He thanked Allayne Donnelly for bringing this item to him. He read and presented the Resolution to the Vietnam Veterans of America - Sierra Nevada Chapter 989.

John Sheets, Sierra Nevada Chapter 989 President, said the Vietnam Veterans appreciated and accepted the Resolution with honor. He stated they would continue to help any veteran of any war in need of assistance at any time.

Rick Shuster, Sierra Nevada Chapter 989 Board of Directors Chairman, spoke about the Chapter's mission statement, goals, assistance programs, and community outreach functions. He stated they were a volunteer, non-profit organization that depended on donations, and he listed the other service organizations they partnered with.

In response to the call for public comment, Sam Dehne said he was thankful the Vietnam Veterans were finally getting their due. He stated he turned \$100 into \$7,200 at a Reno City Council meeting, which he gave to the programs for the Vietnam Veterans. He stated he was putting \$100 to those programs today, which he hoped the Commissioners would match.

Garth Elliott said he was grateful the Commissioners were showing this level of honor to the Vietnam Veterans, but he asked them to dig deeper into what Washoe County did for them. He spoke about the veterans living on Bureau of Land Management (BLM) land in little camps, because they had no other place to go.

Rick Shuster accepted Mr. Dehne's \$100 on behalf of Chapter 989.

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

14-0651 AGENDA ITEM 6 - RESOLUTION

Agenda Subject: "Resolution of Appreciation--Recognizing Mr. Bruce Osgood. Requested by Commissioner Hartung."

Commissioner Hartung said he saw Bruce Osgood picking up trash along Pyramid Highway virtually every day no matter what the weather. He thanked Mr. Osgood for what he did for the community. He read and presented the Resolution of Appreciation to Mr. Osgood. Mr. Osgood offered his thanks to the Commissioners for the Resolution.

There was no public comment on this item.

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

14-0652 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, said Tom Johnson sent an e-mail thanking Lynn Sato in the Assessor's Office for her help in preparing his first Declaration of Personal Property for his business, which helped him avoid the mistakes first-year business owners often made.

Commissioner Weber said she attended the National Association of Counties (NACO) annual conference in New Orleans, LA. She stated she would provide the highlights of the conference to the Commissioners at a later date.

Commissioner Jung asked that the County's building-rental contracts be revisited, so it could be ensured the County had more authority on what activities occurred in the buildings. She said regarding the purchasing authority and preferences by staff as it related to purchasing goods and services with tax dollars, she stated the best practices should be looked at when spending tax dollars to purchase products.

Commissioner Jung requested the people present for resolutions or proclamations be given information on where the video of the meeting could be viewed, along with the web site where any photos taken could be found. She stated she had a question from the Builder's Association of Northern Nevada regarding the status of the County's managed-competition policy and what the next steps would be if that was the direction the Commission wanted to go.

Commissioner Hartung felt it would be a good idea to have a discussion regarding several of the issues Commissioner Jung brought up. He noted the Nevada Lands Management Task Force was ready to send its recommendations to the Legislative Counsel Bureau (LCB), and he was looking forward to see what would come out of the LCB.

Commissioner Berkbigler requested staff give the Board a presentation regarding their review of the County's sign ordinance. She stated she believed there was an idea on how to change mailing sample ballots to a post office in an outlying area, so there would not be a repeat of sample ballots not being delivered as happened in Incline

Village during the Primary Election. She requested a meeting with legal counsel regarding issues with the Aces' baseball stadium. She said she wanted an explanation as to why the County had bonds if it had no authority over the stadium, and why property taxes had to be paid if the stadium was owned by the City of Reno.

Commissioner Weber agreed that the history of the baseball stadium should be brought before the Board, because it all happened years ago. She also wanted a report on how the Vidler Water Company (Fish Springs) pipeline started and how it affected Washoe County.

Chairman Humke said he attended an Artown event at Bartley Ranch, and he was proud the County was involved in Artown. He stated he also attended a Citizen Advisory Board (CAB) meeting for District 2. He said a question was posed asking where the Sheriff's Office patrols were, because the citizens did not see them in the unincorporated area very often. He stated there was a lot of concern about crime and crime prevention, and he requested a report on that item. He thanked the Vietnam Veterans of America - Sierra Nevada Chapter 989 for being present today, and noted they represented all branches of the armed services.

Commissioner Hartung congratulated the Governor on having a successful 46th Annual Governor's Dinner, which Andre Agassi attended.

Chairman Humke said Mr. Agassi was born in Nevada. He stated Mr. Agassi raised \$175 million to fund a charter school in the Las Vegas area, which was now spreading across the country, so all kids had a great chance at a great future.

14-0653 AGENDA ITEM 7 - APPEARANCE

Agenda Subject: "Joy Guinn, Secretary, Nevada Chapter of the American Public Works Association. Presentation of Project of the Year Award Spring 2014 For Environmental Projects Under \$5 Million from the Nevada Chapter of the American Public Works Association for Fairview/Fairway Phase III Water Quality Improvement Project. (Commission District 1.)"

Joy Guinn, Nevada Chapter of the American Public Works Association Secretary, provided a brief overview of the Association and the criteria used to select the Fairview/Fairway Phase III Water Quality Improvement Project for the Project of the Year Award Spring 2014 For Environmental Projects Under \$5 Million.

Ms. Guinn presented the award to Kris Klein, Engineering and Capital Projects Division Sr. Licensed Engineer, who was the Project Manager, and to the design consultant, NCE. Ms. Klein discussed the project, which would go towards meeting the County's Lake Tahoe Total Daily Load. She stated it was estimated the project would provide 16 percent of the credits needed for the first five-year reduction. She thanked the Association for the award, and noted it was the fourth award received by the County since 2004 for a water quality project.

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

CONSENT AGENDA – ITEMS 8A THROUGH 8K

Items 8G(3) and 8I(1) were pulled from the Consent Agenda for separate discussion.

14-0654 AGENDA ITEM 8A

Agenda Subject: "Approve minutes for the Board of County Commissioners' June 17 and June 24 meetings."

There was no public comment on this item.

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

14-0655 AGENDA ITEM 8B

Agenda Subject: "Cancel August 19, 2014 County Commission meeting."

There was no public comment on this item.

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

14-0656 AGENDA ITEM 8C - ASSESSOR

Agenda Subject: "Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2013/2014 secured tax roll; authorize Chairman to execute the changes described in Exhibit A; and direct the Washoe County Treasurer to correct the error(s). [cumulative amount of decrease \$11,608.34]. (Parcels are in various Commission Districts.)"

There was no public comment on this item.

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

14-0657 AGENDA ITEM 8D – HUMAN RESOURCES

Agenda Subject: "Approve reclassification requests of a vacant part-time Legal Secretary, pay grade I, to a part-time 45% full time equivalency Account Clerk II, pay grade H, (Juvenile Services); and a vacant Heavy Equipment Operator, pay

grade I, to a Safety/Training/EOC Coordinator, pay grade K (Community Services) as evaluated by the Job Evaluation Committee. [Net annual cost of these actions is estimated at \$8,425]. (All Commission Districts.)"

There was no public comment on this item.

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

14-0658 AGENDA ITEM 8E – DISTRICT COURT

Agenda Subject: "Retroactively acknowledge the grant award [\$15,000, no County match required] effective July 1, 2014, through June 30, 2015 from the Lee F. Del Grande Foundation to the Second Judicial District Court for "Family Peace Center Track Expansion"; and direct the Comptroller 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 Hartung, which motion duly carried, it was ordered that Agenda Item 8E be acknowledged and directed.

14-0659 AGENDA ITEM 8F – JUVENILE SERVICES

Agenda Subject: "Approve Interlocal Contract between the Department of Health and Human Services (Division of Health Care Financing and Policy) and the County of Washoe (Juvenile Services) to authorize Juvenile Services to accept Targeted Case Management reimbursements for FY 2015-2018 services from Nevada Medicaid. The Department estimates reimbursements of \$20,000 to \$30,000 per month. (All Commission Districts.)"

There was no public comment on this item.

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

14-0660 AGENDA ITEM 8G(1) – COMMUNITY SERVICES

Agenda Subject: "Approve to postpone the public hearing for Appeal Case Number AX14-002, appealing a denial by the Board of Adjustment of Variance Case Number VA14-004 (Grable Ronning) until September 23, 2014. (Commission District 1.)"

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 8G(1) be approved.

14-0661 AGENDA ITEM 8G(2) – COMMUNITY SERVICES

Agenda Subject: "Approve a Water Rights Deed conveying title to 506.784 acre feet of Wells Creek water rights under permit 78563, and 69.20 acre feet of Truckee River water rights under permit 78564 from Washoe County to the Reno Sparks Convention and Visitors Authority (RSCVA); and, authorize the Truckee Meadows Water Authority to credit any potential excess water rights resulting from a possible water consumption audit at the Reno Sparks Convention Center to the RSCVA for their future use within the region. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 8G(2) be approved and authorized.

14-0662 AGENDA ITEM 8G(4) – COMMUNITY SERVICES

Agenda Subject: "Approve Agreement between Washoe County and the Sierra Nevada Performing Arts Association, to hold the Reno Tahoe Music Festival special event at Bartley Ranch Regional Park on September 20-21, 2014, with a renewal option for 2015 and 2016. (Commission District 2.)"

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 8G(4) be approved.

14-0663 AGENDA ITEM 8G(5) – COMMUNITY SERVICES

Agenda Subject: "Approve Agreement between Washoe County and Celtic Celebration, Inc., to hold the Celtic Celebration special event at Bartley Ranch Regional Park on October 4-5, 2014, with a renewal option for 2015 and 2016. (Commission District 2.)"

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 8G(5) be approved.

14-0664 AGENDA ITEM 8H(1) - MANAGER

Agenda Subject: "Accept 2013 Supplemental Emergency Management Performance Grant (EMPG) from the State of Nevada, Division of Emergency Management [\$20,000, requires a match of \$20,000] by applying the salary expense of Washoe County Sheriff Search and Rescue positions; retroactive for the period of June 26, 2014 through August 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 Hartung, which motion duly carried, it was ordered that Agenda Item 8H(1) be accepted and directed.

14-0665 AGENDA ITEM 8H(2) - MANAGER

Agenda Subject: "Approve (retroactive to July 1, 2014) Washoe County, Nevada Grant Program Contracts FY 2014-2015 for Washoe County Special Purpose grants in the following amounts: Incline Village General Improvement District [\$50,000]; Economic Development Authority of Western Nevada [\$41,300]; Access to Healthcare Network [\$31,500]; Incline Village Community Hospital Foundation [\$27,000]; and approve grants to Silver State Fair Housing Council [\$10,000]; Tahoe Prosperity Center [\$5,000]; and Western Nevada Development District [\$5,500]; approve Resolutions necessary for same, and direct the Comptroller's Office to make the appropriate budget adjustments. (All Commission Districts.)"

Commissioner Weber requested this item be continued to a future meeting due to her concerns about funding the special purpose grants. She stated she had a hard time with Incline Village getting \$82,000, and she felt there needed to be a discussion by the Board regarding the special purpose grants.

Commissioner Jung stated she also had concerns about the special purpose grants. She said she went to the Incline Village Senior Center, which was a luxurious facility compared to what was offered to seniors in the valley. She asked for a full accounting of how much money from the Older American's Act was going to Incline Village. She also wanted to know how they even qualified when they had their own private club and beaches. She felt the grants might need to be revisited and revamped, because there appeared to be some real inequities and the money could be spent for a needier population than that of Incline Village. She said she meant no disrespect to Commissioner Berkbigler, but she would like to take her on a tour of some of the Senior Centers in the outlying areas, because it would be a whole different experience. She was aware the people in Incline Village paid a special tax to have their nice facilities, but she did not understand how they qualified for such money from a government agency that represented all 420,000 of the County's constituents.

Commissioner Berkbigler noted part of the money went to the Incline Village Hospital Association. She said she favored having a discussion, because she wanted to know what the Incline Village General Improvement District (IVGID) did with the money.

There was no public comment on this item. This item was pulled and would be brought back on a future agenda.

14-0666 AGENDA ITEM 8I(2) - SHERIFF

Agenda Subject: "Approve funding [\$15,000, no match required] provided by the Reno Police Department through their grant award 14-JAG-23 through the Justice Assistance Grant program, Office of Criminal Justice Assistance for overtime costs associated with the Regional Gang Task Force activities. Grant period is retroactive to 7/1/14 through 6/30/15; and authorize the Comptroller's Office to make the necessary budget adjustments. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 8I(2) be approved and authorized.

14-0667 AGENDA ITEM 8J - SHERIFF

Agenda Subject: "Accept monetary donation to Washoe County Sheriff's Office [\$5,400] from Reno Municipal Court to be used to assist in drug enforcement efforts; and direct the Comptroller's Office to make the appropriate budget adjustments. (All Commission Districts.)"

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

There was no public comment on this item.

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

14-0668 AGENDA ITEM 8K – SOCIAL SERVICES

Agenda Subject: "Accept cash donations [\$1,386.10] for the period of April 1, 2014 through June 30, 2014; and direct the Comptroller's Office to make the appropriate budget adjustments. (All Commission Districts.)"

On behalf of the Board, Commissioner Jung thanked the various donors for their generous donations.

There was no public comment on this item.

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

BLOCK VOTE

The following Agenda Items were consolidated and voted on in a block vote: 10, 11, 12, 13, and 16. Commissioner Hartung made the motion for the block vote, but left the meeting while the County Manager read the items into the record, therefore he was absent for the vote.

14-0669 AGENDA ITEM 10 - COMPTROLLER

Agenda Subject: "Recommendation to approve a resolution directing the Clerk to notify the Washoe County Debt Management Commission of the County's proposal to issue its Washoe County, Nevada General Obligation (limited tax) Building Bonds (additionally secured by pledged revenues) in the maximum principal amount of \$12,000,000 for the Medical Examiner's building; providing certain details in connection therewith; and providing the effective date hereof. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 10 be approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

14-0670 AGENDA ITEM 11 – DISTRICT COURT

Agenda Subject: "Recommendation to authorize payment to Xerox [not to exceed \$198,604.48 and \$204,562.61 for fiscal years 2014-15 and 2015-16 respectively] for annual maintenance and support agreement for the Second Judicial District Court's case management system; and direct the Comptroller to make the appropriate budget adjustments. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 11 be authorized and directed.

14-0671 AGENDA ITEM 12 – DISTRICT COURT

Agenda Subject: "Recommendation to acknowledge the direct grant award from the Substance Abuse and Mental Health Services Administration (SAMHSA) to the 2nd Judicial District Court to support the Re-Entry Court [\$226,647, no in-kind match required] for the budget period of August 1, 2014 to July 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 Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 12 be acknowledged and directed.

14-0672 AGENDA ITEM 13 – COMMUNITY SERVICES

Agenda Subject: "Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Melarkey Way Water Main Extension Project recommended [Reno Tahoe Construction, Inc., \$142,166.87]. (Commission District 2.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 13 be awarded and approved.

14-0673 AGENDA ITEM 16 – COMMUNITY SERVICES

Agenda Subject: "Recommendation to approve Amendment 1 to the Agreement for Consulting Engineering Services between Washoe County and CH2M Hill, Inc. to provide engineering design services for the South Truckee Meadows Water Reclamation Facility Solids Management Project [\$178,000]. (Commission District 2.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 16 be approved.

11:30 a.m. The Board convened as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners with Commissioner Hartung absent.

11:50 p.m. The Board adjourned as the TMFPD/SFPD Board of Fire Commissioners and reconvened as the Board of County Commissioners with all members present.

14-0674 **AGENDA ITEM 8G(3) – COMMUNITY SERVICES**

Agenda Subject: "Approve a request to initiate proceedings to amend the Washoe County Code (Chapter 95 – Parks and Recreation) pursuant to a request by Commissioner Hartung; and direct the County Clerk to submit the request to the District Attorney for preparation of a proposed ordinance, pursuant to Washoe County Code Section 2.030 and 2.040. (All Commission Districts.)"

Commissioner Weber said this item should have a clear agenda description, because anyone looking at this item would not know it was about reserving the County's park facilities. She said the Summary in the staff report said, "...to address but not limited to the use of reserving park facilities," which would have let the public know what the Commission would be discussing if it had been included as part of the agenda subject.

Commissioner Hartung said one of the events that triggered his request to change Chapter 95 was some kindergarteners spent some time at the Spanish Springs Library and went over to the Lazy 5 Regional Park to have lunch. He stated they were told they could not have lunch there because the space had not been reserved, even though it was completely empty. He stated he requested a review of Chapter 95, Sections 300, 370, and 380. He said Section 300 was intended to address organized sports, but he felt it needed some clarification because it could pertain to a small group of friends just wanting to play a game of tag football.

Commissioner Weber agreed with Commissioner Hartung, because there had been an instance at the North Valleys Water Splash Park and a couple of instances in other places. She stated it was about how people reserved tables and how long a timespan the reservations covered. She said there were concerns people were reserving one of the spots at the Regional Shooting Facility for the whole day, but were only using it for several hours. She said the Facility's staff needed to be able to change the way the reservations were made. She also felt the fees were too high for reserving the County's facilities.

Commissioner Weber said she was not sure the discussion should be held by this Board or if it should be held by the Washoe County Open Space and Regional Parks Commission and for them to make recommendations to this Board.

Commissioner Berkbigler said the photography fee issue also needed to be looked into.

Commissioner Jung said as the Commission's liaison to the Parks Commission, she would be happy to bring those issues to them. She stated the Parks Commission also had an issue with the park rental fees, and they asked staff to come back with what would be the fee sweet spot. She said regarding the fees charged for a professional photographer versus a nonprofessional, when the City of Sparks wanted to have artists or street entertainers get a business license, it was thrown out as being a First Amendment infringement. She stated clearly the County did not want professionals making money off of a public owned facility, but people should not be limited to the point where it infringed on their rights. She said this issue should be fully vetted, so the County would not be sued, because she was tired of that happening.

Commissioner Hartung said filming with a professional cast was under Chapter 95.480. He suggested having the Parks Commission go through the issues and then the Board could go from there.

Chairman Humke advised a request for drafting an ordinance was a serious and costly undertaking. He said staff would have to create the draft and then they would have to take it to the District Attorney's Office for it to be put into defensible language. He felt it should be a policy decision to even enter into the effort to change the ordinance. He said staff was quite busy, especially since the Regional Parks and Open Space staff had been cut 40 percent during the economic downturn, and the department had not yet been able to replace the cut positions. He stated he was not saying the County should never change an ordinance, but was saying this Board should have the policy discussion and should decide as a body on what changes to make.

Chairman Humke stated one of the parks in his district was deed restricted, which did not allow any organized sports to be played there. He said changing the ordinance would not change that deed restriction. He stated he did not know if that applied to many of the parks the County acquired or not. He said the Board of County Commissioners had an obligation to use the County's Boards and Committees, and this would be a very appropriate use for the Parks Commission, especially regarding the fees.

Commissioner Hartung agreed. He said he would be happy to supply Commissioner Jung with the documentation given to him, so she could relay what happened to the Parks Commission. He stated some employees read and followed the Code to the letter, which was not a fault with the Code or with the employees, because language was in the Code. He felt in some instances, it could be taken too far. He said the Code had to be clarified, and he believed the Parks Commission was the perfect place to start.

Commissioner Jung stated staff came from a place of saying "no," because it was the only place they could come from. She said she wanted to have a discussion soon on what it meant to be a public servant and providing customer service. She felt there needed to be a culture change from the top down. She stated if staff found they were continually saying "no," it would be incumbent on them to bring that information to the management team, so it could be determined if any necessary changes needed to be

made; but she did not see a lot of that happening. She said she felt during job interviews, the person being interviewed should be asked what their customer service background was, because it was the number one quality that should be looked for in a public servant.

Commissioner Weber said when cutting staff to get us through the bad economy, the County Manager said it would be important to have a conversation on what was learned. She asked if that conversation ever happened and, if it had not happened, it should. She agreed we needed to get away from the culture of saying “no” and staff needed to use common sense if there was no reservation for a spot and someone wanted to use it. She knew some managers had done that and that was the type of thinking that needed to be encouraged.

Chairman Humke said the vast number of employees came from a position of saying “yes,” and exercised discretion and initiative. He stated the County hired smart and effective people, and he felt this problem could be figured out. Commissioner Weber said she did not mean to make it sound as if everyone was coming from a position of saying “no.” She said looking to the future and making positive changes was good for everyone.

Mr. Slaughter said staff understood the direction and looked forward to a motion that would send this to the Parks Commission, while moving forward the proceedings to amend Chapter 95.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 8G(3) be approved and directed.

Chairman Humke asked if the Commissioners were open to sending additional items to the Parks Commission for discussion if they arose. Commissioner Hartung replied absolutely. Chairman Humke saw that as being consistent with the motion.

14-0675 AGENDA ITEM 8I(1) - SHERIFF

Agenda Subject: "Approve the Forensic Support Services Agreements between Washoe County on behalf of the Washoe County Sheriff's Office Forensic Science Division and various Local Law Enforcement Agencies: Carlin PD \$5,314; Churchill Co SO \$19,485; Douglas Co SO \$51,960; Elko Co SO \$54,049; Elko PD \$49,893; Eureka Co SO \$3,000; Fallon PD \$25,435; Humboldt Co SO \$24,527; Lander Co SO \$3,179; Lovelock PD \$3,634; Lyon Co SO \$95,835; Mineral Co SO \$1,771; Pershing Co SO \$6,359; Sparks Fire Department \$1,500; Storey Co SO \$20,666; Washoe County School PD \$23,618; Western Shoshone Tribal PD \$3,000; Winnemucca PD \$31,339; Yerington PD \$3,000 for Forensic Laboratory Analysis

Service fees, retroactive for the term of July 1, 2014 to June 30, 2015 with an income of [\$427,564]. (All Commission Districts.)"

Commissioner Hartung said he did not see the City of Sparks or the City of Reno in the list of Forensic Support Services Agreements for approval.

Commissioner Berkgigler noted the entities in this item were being provided services and were paying Washoe County for those services. She felt it was clear the amounts the County was charging were reasonable. She said forensic services were important for solving crimes in this day and age.

Chairman Humke felt this item should be pulled without entering into the agreements. Commissioner Berkgigler noted the agreements were with entities that were paying their bills. She asked if the agreements were expiring, and should we approve them and worry about the other issue later. Mr. Slaughter said after the discussion during the Consent Agenda, he found out these agreements would be retroactive back to July 1st and the billing rate for each of the agencies was not impacted by the other agencies not paying their bills. He stated the agreements with the City of Sparks, the Inspector General's Office, the University of Nevada, Reno, and the Truckee Meadows Community College would be coming forward soon. He said the recommendation was to put the agreements before the Board into place.

Chairman Humke said the forensics lab was doing great work. Commissioner Hartung stated he wanted everyone to know how good the County's forensics lab was. He said that and the fact that the lab's rates were reasonable was why everyone wanted to do business with them. He stated the forensic lab helped make cases, which was important for the criminal justice system.

Commissioner Jung encouraged her fellow Commissioners to take a tour of the forensics lab. She said the brain trust at the lab was phenomenal.

There was no public comment on this item.

On motion by Chairman Humke, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that Agenda Item 8I(1) be approved. The Forensic Support Services Agreements for same are attached hereto and made a part of the minutes thereof.

14-0676 AGENDA ITEM 18 – COMMUNITY SERVICES

Agenda Subject: "Board discussion and direction to staff concerning specific language for a County sponsored amendment to the Truckee Meadows Regional Plan for the purpose of clarifying Regional Plan Policy 1.3.3, relating to the establishment of non-residential uses (commercial, industrial) in the unincorporated County. (All Commission Districts.)"

Bill Whitney, Planning and Development Division Director, said the staff report laid out why the Regional Plan Policy 1.3.3. did not work. He stated anytime expanding industrial in the unincorporated County within the Truckee Meadows Service Area (TMSA) was looked at, the Regional Planning Commission (RPC) had a difficult time finding any Master Plan change to industrial in the unincorporated County in conformance with the Regional Plan, because Policy 1.3.3. was not implementable or workable. He said staff was asking for direction on what to take forward to the RPC as a Regional Plan amendment to deal with Policy 1.3.3. He stated the options were to amend the language or delete Policy 1.3.3. He noted during the last update of the Regional Plan, the recommendation was to delete Policy 1.3.3., but it was not dealt with during that minor update.

Mr. Whitney said the RPC got together with the Cities of Reno and Sparks and other entities and hired a firm to do an industrial land-use needs analysis. He stated the recommendation that came out of that analysis was to change Policy 1.3.3. to be more workable and implementable. He said the analysis also found the region did not have many large industrial sites with infrastructure available for development. He stated making Policy 1.3.3. more flexible would allow the County an opportunity for more industrial development in the unincorporated County within its TMSA, while keeping the limitations on industrial in the Regional Plan that focused the majority of the industrial land within the Cities of Reno and Sparks.

Commissioner Hartung said he personally would like to see Policy 1.3.3. deleted, even though he recognized a language change would be more doable. He stated Policy 1.3.3 did not benefit the region as a whole, especially based on the analysis done.

Commissioner Berkgigler said since Mr. Whitney dealt with Policy 1.3.3. all the time, she asked if he had a preference on which option would be best. Mr. Whitney replied his recommendation was to amend Policy 1.3.3., and page 4 of the staff report contained the possible amended language. He stated with the proposed changes, Verdi could expand a little while Cold Springs was limited due to its boundaries, so the only real opportunity for industrial expansion was in Spanish Springs.

Commissioner Berkgigler said she did not like the RPC, because she disagreed with them being able to tell the County what it could do with its land. She felt sprawl should be left in the hands of the people responsible for growing business in this community. She stated business would grow only if there was a space for it to grow and the regulations did not prohibit that growth. She said she would like to see Policy 1.3.3. go away but, since that was not likely to happen, she agreed with the proposed amendments.

In response to the call for public comment, Bob Sader said he was representing KAWCO Properties. He stated there was land in Spanish Springs, most of which was owned by KAWCO Properties, which could be considered for a zoning change to industrial. He said his purpose in testifying was to put some faces on this issue. He stated the interplay between the Spanish Springs Area Plan, the commercial cap, and

the Regional Plan was there was a moratorium on industrial and commercial expansion of any kind. He said that moratorium had been in place since June 2011, when the RPC's staff stated they would not consider any further amendments based on Policy 1.3.3. He stated that put KAWCO in the position of not being able to request a zoning change. He said representatives of KAWCO sat through recent meetings on this issue with the RPC and the City of Sparks. He stated based on those meetings, they believed the best course would be to amend Policy 1.3.3. He said this would be a fight, would be a divided vote, and would probably have to go to the Regional Planning Governing Board (RPGB).

Commissioner Weber said Mr. Sader stated in June 2011, the RPC put a moratorium on expanding industrial areas. Mr. Sader said the interplay here was with Policy SS.17.2.c of the Spanish Springs Area Plan, which was called the commercial cap in the staff report. He said a land use percentage was imposed in the Spanish Springs Area Plan Cap many years ago. He stated that cap was reached several times, but was made larger by the actions of the Planning Commission and the County Commission. He said it was then taken to the RPC where it was considered under Policy 1.3.3. and was found in conformance. He stated what changed in 2011, was the County Commission deleted the cap and took it to the RPC for conformance. He said their staff indicated the deletion would not be considered, because it could not be considered in conformance with Policy 1.3.3. He stated at that time RPC's staff wanted an amendment to Policy 1.3.3. brought forward, because they did not know what it meant; but that had not yet happened.

Commissioner Weber asked if it could have gone back to the Governing Board, or would staff not even let it go any further. Mr. Sader said what happened was staff's position was it could not even be considered for conformance review because it was out of compliance and the County's staff did not push the issue. Commissioner Weber said there were new members on the Governing Board and maybe there would be a different appetite now. Mr. Sader said it was anticipated if Policy 1.3.3. was amended, the deletion of SS.17.2.c could be considered in conformance. Commissioner Weber said she wanted to do what was best for everyone in the quickest way possible, so people wanting to expand or bring business here would not be held back.

Mr. Whitney said the industrial land-use analysis done as a regional effort came to quite a few conclusions and showed there was a shortage of large-lot industrial areas ready to be developed. He stated there were quite a few smaller industrial parcels ready to be developed or redeveloped, many of which were in the Cities of Reno and Sparks. He said it pointed out some good reasons on why Policy 1.3.3. should be made more flexible and implementable.

Mr. Whitney advised the Master Plan amendments to the Regional Plan were done once a year. He said staff gathered together the amendments sometime during the summer and processed them. He stated getting direction from the Board today would allow him to submit a plan amendment to the Regional Plan, so it could be included in this summer's grouping. He noted the language in page 4 of the staff report was vetted by

a lot of different people, and was something he could be directed to take forward to the RPC as a Regional Plan amendment.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Policy 1.3.3. be changed to reflect the language on page 4 of the staff report.

1:55 p.m. The Board recessed.

3:01 p.m. The Board reconvened with Commissioners Jung and Weber absent.

3:02 p.m. Commissioners Jung and Weber returned.

14-0677 AGENDA ITEM 14 – COMMUNITY SERVICES

Agenda Subject: "Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Lemmon Valley Wastewater Treatment Plant Rehabilitation Project recommended [Farr Construction Corp., \$429,360]. (Commission District 5.)"

Commissioner Hartung noted the engineer's estimate was very accurate for Agenda Item 13, but was off by \$48,396 for this item and by \$66,000 for Agenda Item 15; and he wondered why there was such a disparity. Dwayne Smith, Engineering and Capital Projects Division Director, explained the engineer's estimate was a tool used to help evaluate the project based on the budget and to evaluate the bids when they came in. He said when the bids were opened and reviewed, the engineer's estimate would be used to look at the submittals and truth them, did they make sense, was everything captured, or was there an issue. He stated if the engineer's estimate was significantly different, but the bids were grouped, it was obvious there was something that had not been caught when the estimate was prepared.

Commissioner Hartung said for Agenda Item 15, the lowest bid appeared to be \$446,000, which could still be off by 20 percent that could be for a 20 percent contingency. Mr. Smith said there were always plans for a contingency, but it was not always a set percentage. He stated one of the ways the contingency was planned for was through the award process where there was latitude for change orders, but that latitude was capped at 5 percent of the project's value or \$25,000 based on whichever was greater. He said if a change order for a project went over that cap, he would bring the overage to the Board for approval. He stated contingencies such as that were built in to allow managing the projects effectively. Commissioner Hartung said he knew how accurate staff could be and the differences made him take a step back and ask if Agenda Item 14 and 15 had not been looked at closely enough, especially since the engineer's estimate for Agenda Item 13 was \$1,493.13 over the bid. He felt the numbers the estimates were off by were fairly substantial. Mr. Smith said other agencies had been seeing increases in the costs for some elements in certain projects and they were adjusting for those differences, while being respectful of the budget and of the bid review process.

3:05 p.m. Chairman Humke left the meeting during the above discussion, and Vice Chairperson Weber assumed the gavel.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 14 be awarded and approved.

14-0678 AGENDA ITEM 15 – COMMUNITY SERVICES

Agenda Subject: "Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Detention Center House Three Air Handler Replacement Project recommended [Mt. Rose Heating & Air, \$446,000]. (Commission District 3.)"

See the discussion for Agenda Item 14.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 15 be awarded and approved.

14-0679 AGENDA ITEM 17 – COMMUNITY SERVICES

Agenda Subject: "Recommendation to adopt and execute a “Resolution of Support National Land and Water Conservation Fund Outdoor Recreation Legacy Partnership Program” for a joint grant application with the City of Reno requesting funding for the North Valleys Recreation Partnership Project, through the National Land and Water Conservation Fund Outdoor Recreation Legacy Partnership Program [\$250,000 County match from Sierra Sage Water Rights proceeds and \$250,000 City of Reno match from Residential Construction Tax Funds]. (Commission District 5.)"

Jennifer Budge, Planning and Development Division Park Planner, said this was a resolution of support for a joint grant application with the City of Reno requesting funding for the North Valleys Recreation Partnership Project. She stated Washoe County would be the fiscal agent if the grant was secured. She said it was a nationally competitive grant program and we would be the only applicant for this grant program in Nevada. She said the County had previously received over \$2 million from the grant program, but not in the nationally competitive round. She stated the grant would be difficult to achieve, but staff was hopeful. She stated staff was trying to leverage what money was left in the Water Rights Proceeds Funding to maximize what could be done.

3:10 p.m. Chairman Humke returned.

Vice Chairperson Weber agreed getting this grant would be awesome, but she wanted to be assured no money would be taken out of the \$1 million from the Sierra Sage Water Rights Proceeds. Ms. Budge replied the \$1 million set aside for operations and maintenance was intact. She stated the \$250,000 match would be part of the Phase V construction money, which had approximately \$1.1 million remaining in that fund.

Commissioner Hartung asked if we knew if the City of Reno's funding was available, because they were looking for every single dollar right now. Ms. Budge said the match would come from the City of Reno's Residential Construction Tax Fund, which was earmarked for new neighborhood park construction and was the only thing that money could be spent on. She stated the fund had \$1.1 million in it for this park district and \$250,000 was earmarked as the match for this grant.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 17 be adopted and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

3:12 p.m. Chairman Humke assumed the gavel.

14-0680 AGENDA ITEM 19 – COMMUNITY SERVICES

Agenda Subject: "Recommendation for direction to staff on a process for policy level decisions related to the merger of the Washoe County Water Utility and the Truckee Meadows Water Authority; and possible assignment of Commissioners to be Liaison to the implementation team. (All Commission Districts.)"

Dave Solaro, Community Services Director, said this item came up while staff was implementing the action plan for the merger of the Washoe County Water Utility and the Truckee Meadows Water Authority (TMWA). He stated things were coming up during the process that staff felt should have Board oversight, because he felt the agreement with TMWA did not give him the authority to make policy-level decisions on behalf of the Board. He said staff was looking for an expedited way to move those types of decisions forward, because getting an item on the Board's agenda could take three to five weeks. He said he hoped there could be some discussion about a way the internal team could approach the County Manager or a Commissioner to bounce ideas off of them and get a broad idea of whether that was the direction the Commission would like to go, which would allow moving forward. He stated this was an attempt to try and get out ahead of something that could extend the time it took to do the consolidation.

Commissioner Hartung noted the staff report said one possibility would be to establish two Commissioners as liaisons that staff could bring policy items to for

discussion prior to doing the planning and due diligence necessary to prepare for the final merger agreement. Mr. Solaro said that was some of the initial thinking about a process that might work. He stated he did not get a lot of feedback from Legal Counsel whether that would be an Open Meeting Law violation.

Commissioner Hartung asked if there would be any impropriety if one or both of the Commissioners served on TMWA. Paul Lipparelli, Legal Counsel, said it would not be a problem if the County Commission's delegates to TMWA were involved, because the members of TMWA's Board would have to vote on the merger. He stated if there was a conflict, it was built in and there was nothing anybody could do about it. He said if the Board designated its members to be available to give direction to staff, potentially that could be looked at as a subcommittee that would have to meet under the Open Meeting Law. He said Mr. Solaro was identifying the problem and asking if the Board had any preference on how to react to staff's need for immediate direction during the negotiations.

Commissioner Hartung said one or two Commissioners was not a quorum. He stated the Board had designated Commissioners in the past to have conversations with entities about various community issues. He stated there had never been a violation of the Open Meeting Law with respect to those kinds of conversations. Mr. Lipparelli replied it was permissible to establish liaisons to gather information. He stated the Board designating one or more Commissioners as a decision-making body would be empowering a subcommittee, which would need to meet under the Open Meeting Law.

Chairman Humke asked about having the Commissioners rotate. Mr. Lipparelli said there had been a gap in legal coverage over the last several weeks regarding the water issues, so Mr. Solaro had not had the benefit of being able to bounce some of these ideas off of legal counsel. He stated in other situations, the Chairman of other public bodies had served in this role from time to time. He said that was because it was usually the presiding officer who had the most control over the future agendas of the public body. He said having the team talk to the Chairman to identify issues that would have to come before the Board as a whole might be a way to satisfy Mr. Solaro that he was dealing with the issue at the Board level.

Commissioner Hartung asked if there would be the same issue with the Manager and a Commissioner. Mr. Lipparelli stated if they took any action upon themselves, such action would not fall under the Open Meeting Law but, if the Board designated individuals to take action, doing so would fall under the Open Meeting Law.

Chairman Humke suggested having the Manager go to whichever Commissioner was available when the need arose. Mr. Solaro said that would be helpful. He stated this was not about speeding things up, but was about meeting the deadline. He said the Board would vote on any of the decisions made at the appropriate time. He stated staff was just trying to ensure they did not go down a path the Board would not be comfortable going down.

Chairman Humke asked if enough direction was provided. John Slaughter, County Manager, replied there was. He stated if a policy question came up, his role would be to determine whether it fell within an existing policy or would he have to get a formal discussion before the Board on the particular issue.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Chairman Humke, which motion duly carried, it was ordered that staff be directed to handle possible policy issues regarding the merger of the Washoe County Water Utility and the Truckee Meadows Water Authority based on the above discussion.

14-0681 AGENDA ITEM 20 - MANAGER

Agenda Subject: "Discussion and potential direction to staff regarding potential bill draft requests for the 2015 Legislative Session. (All Commission Districts.)"

Al Rogers, Management Services Director, said today's emphasis was about gathering feedback from the Board about moving forward with any potential Bill Draft Requests (BDRs) based on issues identified in the last 90 days. He conducted a PowerPoint presentation regarding the County's legislative goals and platform issues, the main legislative timelines, upcoming legislative issues, the current BDRs, the interim legislative affairs team and management, and the next steps in the identification of legislative issues and the County's platform.

Commissioner Berkbigler said the representatives of the Nevada counties who sat on the Tahoe Transportation District (TTD) and the Tahoe Regional Planning Agency (TRPA) Boards talked about legislation they believed would be coming up that would have a direct bearing on Lake Tahoe. She stated she would like Lake Tahoe added to the list of upcoming legislative issues, so those issues could be watched. She said regarding the Nevada Commerce Tax, Senator Moises Denis was interviewed about it, but he was very non-committal about anything it might contain. She stated some issues were brewing out in Lyon and Storey Counties, and Washoe County would have to work closely with our partners in northern Nevada who could be directly impacted by what the entities in southern Nevada decided to bring forward.

Chairman Humke said Senator Denis' bill was essentially a menu, because he believed the Senator wanted to have a full hearing on different taxation methods. He agreed with the need for teamwork with other entities. He said the Washoe County Sheriff's Office and the District Attorney's Office were often seen at the Legislature. He stated because there would be changes at the top, was there any hint on how they would be represented at the Legislature. He stated the relationships with the lobbyists and the Associations representing the various elected officials were important. He said Washoe and Clark Counties did not always agree, nor did they always agree with the Nevada Association of Counties (NACo) because of the different scenarios the various counties found themselves in; but there was also a lot that could be agreed on.

Commissioner Berkbigler said another important area to keep an eye on was what would be going on with the courts. She stated the judges had several issues they were looking at, which could have a direct bearing on the County. She stated John Slaughter, County Manager, was accustomed to watching those issues, so it would be a good experience for him to be standing on the outside instead of being in the middle of everything.

Chairman Humke asked if Mr. Rogers had any recommendations for BDRs at this time. Mr. Rogers replied nothing had yet been identified as a clear cut BDR for the County. He said there was no indication that the Sheriff's Office would change from Lt. Eric Spratley being at the Legislature, so the team would be intact.

Commissioner Jung spoke about the Manager and his previous role with the Legislature, noting she hoped to see him there more rather than less, especially during the transition time for the new Government Affairs Manager. She noted Mr. Slaughter built a great reputation and a tremendous level of trust with the Legislators. She stated that was his call to make, but she would hate to see all of that time and effort cultivating those relationships wasted.

Commissioner Jung requested having more meaningful interactions with the Legislators, including those representing southern Nevada. She said the power had shifted quite a bit to the south, and the more we could humanize who we were, while learning what their issues were, could make for a better partnership. She stated she did not want to do the breakfasts any longer, because she did not feel they were effective and there were things that could be done that would be a lot more fun. Kevin Schiller, Assistant County Manager, said there had been discussions about that, and staff was working with the Legislators representing northern Nevada on how to get the Legislators representing southern Nevada up here to do the mental health and indigent programing. He stated there was a potential threat during the Legislative session regarding indigent funds, and staff was trying to associate it with what we did well in the north.

Commissioner Hartung said regarding possible BDRs, online-sample ballots would save Washoe County hundreds of thousands of dollars and Clark County millions of dollars. Mr. Rogers stated staff was aware of that issue and would continue to monitor what had already been brought forward. He said they would look to find partners if there would be an ability to include that in a future BDR.

Commissioner Berkbigler said she was interested in seeing if there was some way to tweak Regional Planning, so it would be less onerous to the County. Commissioner Hartung suggested widening the scope of Regional Planning and making it a true regional process, rather than it just encompassing the City of Reno, the City of Sparks, and a portion of Washoe County.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Chairman Humke, which motion duly carried, it was ordered that the report on potential Bill Draft Requests (BDRs) be accepted.

14-0682 AGENDA ITEM 21 - MANAGER

Agenda Subject: "Update on medical marijuana establishments in the State of Nevada and Washoe County. Possible direction to staff on medical marijuana dispensary allocations and other matters pertinent to medical marijuana establishments in Washoe County."

Kevin Schiller, Assistant County Manager, reviewed the flowcharts attached to the staff report, outlining Phases 1 through 3 of the application process. He noted the State ranked the order of the applications by jurisdiction. He stated at the July 9th meeting of the Advisory Committee, there was a lot of discussion about the State versus the local process. He said the County was not doing a prescreening process to determine the rank order of the applicants, because the State had been very clear about there being a clear separation between the State scoring process and the application process. He said Washoe County's zoning letter had no impact on the scoring process and the letters were neutral with no prescreening being done, while Clark County did a prescreening process.

Mr. Schiller said he provided an update regarding the County's process at the Advisory Committee meeting, advised there were unallocated dispensaries that were at the Board's discretion, and verified the County was on task regarding the August 12th deadline. He stated there was also a discussion regarding revenue. He said the County had caps on what it could do in terms of fees, so he introduced options such as a shared excise tax or an exemption. He believed the County could work with a sponsor on a bill to gain some revenue.

Mr. Schiller stated if an applicant was selected, but the County could not approve them, the State had a rank order of the vendors selected for the dispensary allocation based on the jurisdiction. He said if one fell out of the process, the State would give the County the next name on their list. He stated once an applicant was selected and the County received notification, a lot of work by staff would be required. He said it would be critical to get the statement of revenue done within the 90-day timeframe, so the Board could take action on how those charges would be done.

Chairman Humke said in Phase 3 under the County's business license review, he asked if "yes" meant a yes by the County. Mr. Schiller stated "yes" meant they had a license and would not have to go back to the State. Chairman Humke asked what "yes" meant in Phase 2. Mr. Schiller said the applicant would be handed off to the County to continue the process. He stated there were ten total allocations with four being determined by the Board. He said out of the other six allocations, Reno had two, Sparks had two, and the County had two. He stated the August 12th meeting was the last meeting where the certification of the remaining four allocations could take place. He said if the

Board determined all four of the allocations would remain with Washoe County and they were certified, staff would notify the State, the State would ensure they were certified, and they would then become part of the rank-order process for the evaluation. He stated all applicants who met the provisional zoning requirements would be in the scoring process for Phase 2.

Chairman Humke said it appeared the State was concealing information from the County regarding the applicants. He stated at the Advisory Committee meeting, there was a lot of discussion about the confidentiality regarding who those applicants were and their rank order. He said as the County issued letters, it was keeping track of that information. He advised the State did not indicate whether or not the County could see the rank order of every applicant, because what information the State could release was still undergoing legal review.

Commissioner Berkbigler said besides the \$75 application fee, at what point would the Commission know what else it could charge people. Mr. Schiller stated legal counsel had been retained. He believed the model the County would move towards would be that of having shared revenue so, as the revenue rose, the County's fees would also go up. He said he referenced the 90-day window because, as the business process started, the County should have its model in place tied to that revenue. Commissioner Berkbigler noted other communities had already put their financial models in place, and she asked if Washoe County was constrained by its ordinances. Mr. Schiller said it was because we were a County rather than a municipality, which put caps and limits on what the County could do in terms of the ceiling for those fees. Commissioner Berkbigler asked if that would be true for every other county in the State. Mr. Schiller replied Clark County did a little different model for their prescreening process, which was where they implemented a fee. He stated Washoe County did not do that as part of the process, because it was felt there might be some potential liability in doing so. He said something needed to be done in the upcoming Legislative session to address that.

Commissioner Berkbigler said it was illogical to expect any county could do the oversight process outlined in the document she had seen for nothing and expect them to stay solvent. She stated this was a State mandated project, which was once again an unfunded mandate. She said the County had to find a way to keep itself solvent. She said she did not believe the County was looking to raise a ton of money, unless that money could go to the Washoe County School District (WCSD) to repair the schools. She stated she was concerned there would be hidden costs in the whole process and, if the County could not find a way to fund those costs, the County would be looking at totally different budget next year.

Commissioner Jung said the County would get sales and property taxes from this. She stated an attorney had just been hired to try and identify where the legal fees could come from per Nevada Revised Statutes (NRS). She stated she was aware Mr. Schiller shared some of County's issues with the Advisory Committee. She did not believe this had been fully vetted at the Legislature, because it came up at the end of the

session. She believed the Legislators deserved a lot of credit for making it happen, because Nevada was considered to be a model for medical-marijuana dispensaries.

Commissioner Jung said the Proposed MME Uses for the City of Sparks and the Unincorporated County map in the staff report showed no one had applied to the City of Reno to get their zoning identification letter. Mr. Schiller said the City of Reno's four potential applicants were not shown on the map attached to the staff report or in the updated map just passed out to the Board, because he just found out about them. He stated the map he handed out showed 22 locations, but there had been a pre-meeting regarding a lab location in the City of Sparks. He said there might be a dispensary located on Mt. Rose Highway and a site for cultivation in the Verdi area. He said he would ensure the Commissioners got any updates in terms of where the locations would be. An updated copy of the Proposed MME Uses for the City of Sparks and the Unincorporated County map was placed on file with the Clerk.

Commissioner Jung noted there were seven potential dispensaries for the unincorporated County, while the County was allowed six. She said the County had been lobbied about the location of the dispensaries being a patient-access issue. She stated having a dispensary on a bus line would be a good idea for those people who did not have transportation.

Commissioner Hartung believed having only one lab in northern Nevada was an issue. He stated he would like to see a lab located in each of the Cities and one located in the County. He said the lab in southern Nevada was overworked and, if the lab in the City of Sparks failed, everything would come to a halt.

Chairman Humke said the County had to make a decision regarding the allocations on August 12th, but the County knew nothing about the City of Reno's applications. He noted the Criminal History Inquiry, shown on the Phase 3 chart, was a function to be performed by the County or the City granting the license. He felt that function more appropriately should be done at the State level, which might be something to address at the Legislature. He said he was contacted by a citizen who felt a real background check by trained investigators should be done. The citizen stated those investigators should go out and talk to the people listed as references to verify the information. He felt the County had the right to know that important information, so it could protect the public, and it should start looking for an agency to do that investigative work.

Commissioner Berkbigler felt it was illogical that the State did not do the criminal-history inquiries into the people they were vetting, because what would happen if they all had criminal histories. Mr. Schiller said he would confirm what the State was doing and would bring that information back to the Board.

Commissioner Berkbigler asked if Washoe County could get the surrounding counties' dispensaries due to their rejecting allowing them, because the

people in those counties would be coming here. She felt that was a logical question that should be asked of the State, since this was set up based on the number of pharmacies.

Mr. Schiller said the issues being discussed were all key issues that could be brought forward as we looked at possible BDRs. He stated the issues would be updated as a separate Board item along with being tracked in the Legislative update item.

Chairman Humke said the item on the Criminal History Inquiry was only half of the analysis. He said Nevada gaming did a criminal background check using investigators, along with a financial background check. He stated he saw those as being two halves of the same whole. He felt anyone saying they had \$250,000 had to be verified, rather than just allowing them to check the box indicating they had the money. Mr. Schiller said if it was determined the State did a minimal background check and the County would be responsible for doing the Criminal History Inquiry, he would bring back some potential options and models around what the County could implement. Chairman Humke stated staff should not be afraid to cost those things out, so they could be built into the County's next budget and the next set of applicants could be charged appropriately.

Commissioner Hartung advised the Commissioners had expressed some frustration, which was not aimed towards staff, but towards the State's process. He stated he did not want staff to feel the Board felt they had done a poor job, because they had done a great job. Mr. Schiller stated staff had been working hard to be as expeditious as possible, and he wanted to commend them on the record.

In response to the call for public comment, Cadence Matijevich, City of Reno's Assistant City Manager, explained the City felt the same frustrations as the County. She said the City believed it had not received any applicants earlier, because their business-license ordinance was just introduced last week; and it was believed the applicants had been waiting to see what the regulations would be and whether the Reno City Council would refer them for adoption at their next meeting. She stated some requests were received today. She advised the Board would receive a copy of the letters upon their issuance and the City's first letters were just issued today. She said the City's staff understood the County was under a deadline, and it was their intention to get the necessary information to the County so a decision could be made.

Chairman Humke stated he was intrigued by some of the aspects of the City's proposed business-license ordinance. He said he wanted to do things with the County's ordinances to make them ready for the MMEs, but it was hard to construct an ordinance that would properly capture costs and fees. Ms. Matijevich said the County's three-phase process was similar to the City's process. She stated the business license in Phase 3 would be a privileged business license and entirely new ordinances were written. She said the fee schedule was amended, and she noted the City was also under a business-license fee cap. She advised the fees needed to be tied back to recovering the cost of providing services. She said the City was looking at modeling its business licenses and fees on what was charged for alcohol. She stated that would encompass quarterly

flat-rate fees, which might create a challenge in recovering all of the staff costs incurred in setting this up and also for any ongoing costs. She stated Reno's staff anticipated participating in any dialog occurring at the upcoming Legislative session about possible amendments. She said the privileged business license would come forward to the City Council once the State gave them the ranked certificate holders and they went through the City's process. She said there were certain areas where the City might condition the license, but the City had not placed any confidentially provisions within the zoning and land-use regulations. She thanked the Chairman for the opportunity to clarify.

There was no action taken on this item.

Commissioner Weber thanked Mr. Schiller and staff for doing such a great job in putting the flowcharts together.

14-0683 AGENDA ITEM 22 - MANAGER

Agenda Subject: "Update on Washoe County Regional Animal Services Department, including acknowledge report on Washoe County Code Chapter 55.750 Dangerous Dog Determination; status report on Puppy Mills/Retail Sales; and results of audit/review of Animal Services by Kafoury, Armstrong; with possible direction to staff on related matters. (All Commission Districts.)"

Kevin Schiller, Assistant County Manager, said the Board directed staff to have an audit and review of the Washoe County Regional Animal Services done, and Kafoury, Armstrong & Co. was contracted with to conduct the audit. He stated the majority of what they found centered on cost-allocation planning and the County-wide Cost Allocation Plan (COWCAP).

Felicia O'Carroll, Kafoury, Armstrong & Co. Partner, said the procedures done relating to Animal Services were on what were known as "agreed upon procedures." She stated it was not an audit, because it was not financial in nature. She said they met with the County Manager ahead of time to see what some of the rumblings were regarding Animal Services. She stated they wanted to know if staff understood what their job title was and what they were supposed to be doing. She said every staff member was interviewed, and she noted they were very accommodating. She stated they spoke very highly of their superiors and facilitated Kafoury's staff doing their work in a very short timeframe.

Ms. O'Carroll said in the report, Items 1-9 were what Kafoury agreed to do. She said Item 10 listed other items that they were not asked to look at, but came to their attention during the course of their work. She noted Kurt Schlicker, Kafoury, Armstrong & Co. Senior Accountant, did the work on the COWCAP, which took internal central service costs and allocated them to the various County departments, and a few areas were found involving Regional Animal Services.

Mr. Schlicker noted six allocations were tested. He said some Public Works Administrative costs were charged to the Animal Services Fund in Fiscal Year 2012/13, but Animal Services was temporarily assigned to the Sheriff's Office effective January 12, 2012. He stated the other item was the internal-audit costs for an Animal Services audit performed two years ago, which were allocated based on the direct time spent on an audit, but there were also costs for general activities such as attending Board meetings and such. He stated about 48 percent of the charge (estimated at \$22,750) for the general activities were allocated to Animal Services. Ms. O'Carroll noted the County's departments had a lot of opportunity to provide input regarding the Cost Allocation Plan through the budget process. She said in those two specific instances, the way the COWCAP was set up did not make sense. She stated she worked with the County long enough to know she should let the County know if she came across something, even if it was not part of what they were required to do. Mr. Schiller said it was good that information was brought up so there would not be those issues moving forward because, as the department was stood up, staff was already working on an updated Cost Allocation Plan.

Commissioner Berkbigler asked if the payment due dates not being shown on the bills sent to the Nevada Humane Society (NHS) could be corrected in-house. Mr. Schiller said the Professional Services Agreement with NHS was being looked at to see if everything was accurate. He stated he would be working with the NHS Director to move that ahead.

Mr. Schiller said there was a meeting on July 15th where the public was invited to hear about the process for making changes to Chapter 55. He stated that meeting was an attempt at a new way of looking at Code issues where there would be significant public input. He stated the process would be to draft the Code changes and then legal and other staff would edit the document line-by-line. He said based on the changes needed to Chapter 55, staff was trying to get public input prior to that point by conducting topic-specific workshops. He stated the idea was to sort the data derived from the public's input to arrive at some percentages and to eventually get to a document that would summarize the public's input. He noted well over 250 people had responded since this was introduced on July 15th, and he believed the other topic areas would push the public input process into September 2014. He said the public was also being encouraged to go to the County's Animal Code web site so they could provide input. He stated the draft reflected the input received prior to July 15th.

Commissioner Hartung asked if there was the ability to add addendums to fortify Section 55.750, so people could be fined up to a certain amount. Mr. Schiller stated that had been the focus of some of the comments received. Commissioner Hartung said if a dog attacked his dog and killed it, that dog should be euthanized and there should be a fine. He stated the person whose dog was killed should not be forced to go through some civil process. Mr. Schiller said this process would look at those areas.

Mr. Schiller said the changes to Chapter 5 codified the Animal Services Department. He stated one area where he wanted to get direction from the Board was

about the composition of the Advisory Board regarding whether an elected from each jurisdiction would be on it or if it would consist of community members and stakeholders. He stated it also needed to be determined how many members it would have and in what percentages. He said he threw out the idea of an elected from each jurisdiction due to Animal Services being a regional program. He stated it did not have to be composed that way, but he wanted some feedback on what the Board wanted to see. Commissioner Hartung said he was not clear on what that board's duties would be and how long it would last. Mr. Schiller replied it would be an ongoing Advisory Board, like the Social Services Advisory Board. He said it would focus on setting up the Department in the beginning, but in the longer term, it would deal with issues in the community as a vehicle for public input.

Chairman Humke noted this would be a County department. He said he and the other Commissioners represented the residents of the City of Reno, the City of Sparks and the unincorporated County. He said the City of Reno's Housing Authority did not have a County representative on it even though it represented a lot of people in providing housing. Mr. Schiller stated he was open to Board's direction on how the Advisory Board should be set up. Commissioner Berkbigler said since it was already set up as Regional Animal Services, there would be advantages to having representatives on it from each political entity, along with the animal experts. She felt the Board would be the logical first step for people with animal issues to go to, rather than having to go to court.

Commissioner Hartung said he envisioned a board comprised of community members, professionals, and pet store owners. He stated if there was an issue that had to be adjudicated by the Board of County Commissioners, we would hear the issue from a fresh perspective. He said in the future, some very contentious issues could be heard and that Advisory Board would remove this Board from those initial proceedings.

Commissioner Jung said this would be an opportunity for the Cities and the County to make it a regional board. She noted the Cities forfeited monies when Animal Services was made a regional service. She felt the public should be asked about what they felt would be best. She believed Regional Animal Services did not have, nor did it ever have, great oversight. She said good oversight was needed, so the taxpayers would know that their fiduciary investment was being taken seriously. She agreed with Commissioner Hartung that having a good board, which was comprised of residents from all of the jurisdictions, would act like a buffer in case an issue had to come before the Commission. She said the problem was anytime passionate issues and passionate constituents were being dealt with, sometimes those boards got packed with lunatics, and then this Board would have to try and deal with them. She said Washoe County was the number one county in America in which to be a homeless animal, because they would not euthanized due to a space issue. She felt staff was beginning to get an idea of the direction the Commissioners were heading, but she felt the Cities should be asked what they wanted to do as well. She said the City of Reno did a remarkable job of putting together a moratorium on new pet shops. She stated there had to be a way staff could

figure out how to make Animal Services be the best for every person who paid taxes here. Mr. Schiller said standing up the Animal Services Department was a great opportunity to figure out how to provide the best services as a County with our regional partners. He stated Chapter 5 could be crafted to have a little more generic flavor, which could be fine-tuned during the process. Commissioner Jung indicated a good model would be the Social Services Advisory Board, because Animal Services and Social Services had a lot of extremely passionate people in common.

Mr. Schiller said he had enough direction on the above issues and he appreciated the debate, because it would help him formulate where to go.

Mr. Schiller said retail sales and puppy mills were connected. He noted the City of Reno adopted a moratorium on April 16, 2014, which would be effective for a maximum of 180 days. He said the moratorium did not allow any business licenses to be filed to establish a pet store. He stated that 180-day timeframe fit into our Code process, so we could collaborate with the City of Reno on our Code changes relating to retail sales and puppy mills. He said one of the issues was how Animal Services would regulate and monitor the retail sales, which was tied to inspections and standards. He stated everyone was aware of what happened when proper care was not taken of the animals in the pet stores and left many puppies suffering from parvovirus. He said the regulatory process around that needed to be strengthened.

Mr. Schiller stated the other issue was that of regulating where the animals came from, because many of them came from puppy mills in California and were in poor condition. He said a Code change could address that. He stated the Code change for the control of retail sales was fairly straightforward and could be very stringent. He said regarding the puppy mills, he wanted to have Board direction to explore in the workshops, the area of controlling where the animals came from. He said the question was would that control be County driven, northern Nevada driven, or State driven. He stated rules could be put in regarding what the facilities must have if that was where the animals were coming from.

Commissioner Jung said this could be a bill draft request (BDR). She said she loved every idea so far, especially keeping the public meetings topic specific, but it still needed to go before the public before she would be willing to provide any direction. She suggested researching best practices, and stated staff was doing a wonderful job on a tough subject.

Mr. Schiller said Reno's moratorium would end in October, and he could bring the draft Code to the Board then. He stated some pieces of the Code might be sectioned out if necessary, so some things could be expedited. Commissioner Jung said when the dates were being projected, could they also anticipate when the new Director would be on board. She felt the new Director might bring some structure and great ideas to the table.

Commissioner Berkbigler stated the Code changes relating to the selling of puppies and where they came from should not interfere with commerce when it related to the “good” stores, and there were many of those in California. She said banning all puppies that came from California would not be a workable solution. She stated she appreciated what Mr. Schiller was doing and felt he was moving in the right direction.

Mr. Schiller said the national recruitment firm would be here this week and would be meeting with the stakeholders to help with the development of the recruitment packet. He stated as the issue of where the puppies were coming from and the certification process were looked at, they would also be looking at the processes and staffing necessary to do that. He said Animal Services had a dedicated fund and there was some ability to use that fund, so the staffing needs would be prioritized. He stated they did not want to set everything up and just hand it to the new Director, but would continue to work on the foundation.

Commissioner Berkbigler said the new Director needed to be aware of the partnership with the NHS, which was a no-kill facility within the same building as Animal Services. Mr. Schiller stated the recruiters would be meeting with NHS, Animal Services staff, the Society for the Prevention of Cruelty to Animals (SPCA), and himself to get a well-rounded perspective, so the recruitment would do what would be advantageous for the County.

Commissioner Weber said it was great that the NHS was a no-kill shelter, but this Board had not taken that position for Regional Animal Services, which should be made clear. Commissioner Berkbigler said her comment did not indicate in any way that Regional Animal Services should immediately become a no-kill facility, but there was a partnership with the NHS that was a no-kill facility. She said the new Director would have to understand that. Commissioner Jung felt that issue should wait for the new Director, who might be able to provide policy recommendations. She understood Commissioner Weber’s need to put that on the record, but that was done by a previous Commission.

Chairman Humke said page 4 of the staff report said the recommended threshold was five litters per year before a commercial breeders’ license was required. He asked if people were coming forward and saying puppy mills were bad and dog breeders were also bad. Mr. Schiller said there was discussion on July 15th on that topic, which indicated there was clearly a differentiation between the two. Chairman Humke said that was good, because he felt all Commissioners had constituents who bred dogs as a hobby or for economic gain, but they loved their animals. He stated he hoped they would not automatically be defined as puppy mills.

Mr. Schiller stated Chapter 55, Section 750, was about dangerous dogs. He said the assessment process when a dangerous dog was brought in was a very positive process in how NHS assisted in the certification and in terms of the instrument used to look at dangerous dogs. Commissioner Hartung said he was not familiar with the MAAP

canine evaluation predictive tool. He asked if someone had to be on staff to evaluate the dog. Mr. Schiller said Animal Services used the NHS and their certification process.

Kevin Ryan, NHS Chief Executive Officer, stated Assess-a-Pet and MAAP were evaluation tools, with MAAP being the most predictive. He said there was a wait of four to five days to access a dog, which allowed their chemical levels to return to normal. He stated after the evaluation, they notified Animal Services whether it was “yes” or “no” and why. He said if requested, the evaluation results would be shared and those files were kept on every dog. Commissioner Hartung asked if a dog would have to have done something to end up in the program. Mr. Ryan explained it could have been a stray. He noted Animal Services picked up a lot of animals that were not behaviorally dangerous but were running at large, and any animals that went through NHS for any reason were assessed. He said there were some dogs that would not allow them into their cages to evaluate them, so the NHS would not transfer them. He said the mission of the NHS was to create a no-kill community, but their most sacred responsibility was to keep the community safe as best they could by using the best science available. Commissioner Hartung said he had been under the impression that the discussion was about dangerous dogs, and he had not been working it backwards through every dog that went into the system.

Commissioner Berkbigler asked what happened when dogs attacked, it was a second offense, and they were clearly violent to other animals. Bobby Smith, Animal Services Field Supervisor, stated when a citizen was walking their dog and were attacked by another dog, under Code there had to be two offenses within 18 months before the first thing could be done. He stated that was used if there was an accidental bite, but then there was an aggressive action within the same 18-month period. He said when that occurred, Animal Services could request dangerous dog determination. He stated the second thing that could be done under Section 3 was a person who was attacked or whose animal was attacked and killed could go before a judge to have the attacking animal deemed dangerous. He stated the third thing that could be done, which was usually the case, was if the animal was deemed dangerous, the citizen needed to follow Washoe County Code. He advised more than 50 percent of the people surrendered the animal that was deemed dangerous, which was humanely euthanized. He said they must comply with Code and come into compliance if they said they wanted to take care of their animal.

Mr. Smith said the proposed Code would increase the insurance requirements and the County’s authority to get hold of any dangerous animals and to ensure they were held properly. He stated if the owners did not properly contain them, criminal citations were issued and they were brought before a judge. He said if it was a serious issue, the judge would be asked for an order to euthanize the animal.

Commissioner Hartung said the issue he had with that was the dog had already killed his dog, but now he had to wait 18 months to see if the dog would do it again. He stated that was his perception, which was also the public’s perception, and he had a real issue with that. He cited the issue with some dogs in Spanish Springs breaking

out of their enclosure, entering a neighbor's house through a doggy door, and killing the dogs inside. He stated for him that would be a one-time deal. Mr. Smith said that was where Section 3 would be used. He stated that one-time incident could be brought forward to have the animal deemed dangerous. He said because it was a civil process, what was lacking was the monetary fines. Commissioner Hartung said even though the animal was deemed dangerous, the County could not euthanize it. Mr. Smith said that was correct. Commissioner Hartung said he hated to have any animal killed, but if a dog got into his fenced yard and killed his dog, Animal Services would not have to worry about it. Mr. Smith stated he understood. He said in Nevada, an animal was a piece of property. He stated one thing being looked at was if Animal Services could go straight to a judge based on the evidence and request the animal be euthanized. Commissioner Hartung said some consequence was needed in the Code.

Mr. Schiller said at the July 15th meeting, feedback was received regarding dangerous dogs and that feedback would be discussed in terms of the Code changes regarding how penalties were assessed and how the process worked. Commissioner Hartung said he wanted to put protections in place and not wait to see if the dog did the same thing again, which would be inaction on the Board's part and would make us culpable as the policy makers. He stated there was an opportunity to revisit this and to put some stringent penalties in the Code, right down to euthanizing the animal.

Commissioner Berkbigler agreed with Commissioner Hartung. She said dogs should be saved if possible, but a dog who broke into someone else's home and killed their dogs or a dog that attacked and killed another dog on the road needed to be taken care of and not turned loose. Mr. Schiller stated it was about balancing the public safety concerns and the community's needs. He said the feedback he already received mirrored a lot of what the Commissioners were saying.

Commissioner Jung said dogs that would break into a home and kill other dogs were clearly crazy, and there would not be a whole lot that could be done at that point because that behavior could not be trained out of them. She stated in a civilized society there was due process but, if that happened in her yard, the due process would be very different and most animal owners felt that way.

Commissioner Hartung said this was not an easy process and everyone involved had done a great job.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that the update be acknowledged.

14-0684 AGENDA ITEM 23

Agenda Subject: "Discussion and possible action with regard to administrative matters pertaining to the Washoe County Board of Commissioners, including the

service of individual Commissioners on various boards and commissions and the adopted Rules and Procedures for the Board of Commissioners. Possible action taken may include appointment and reappointment of Commissioners to boards and commissions, alteration of terms of service on boards and commissions where legally permissible, amendment, additions to and/or repeal of the 2012 Rules and Procedures, and such other action as the Board of Commissioners may desire to take in regard to these administrative matters. (All Commission Districts.)"

John Slaughter, County Manager, noted the opening policy statement in the Board's Rules and Procedures dated back to 1997/98. He recommended the Board consider directing staff to take a look at those rules and procedures. He said if staff was directed to look at the rules and procedures, they would come back to the Board with some proposals to amend them. Chairman Humke said that was a great suggestion. Mr. Slaughter said this was put on the agenda because one of the rules was the Board's Rules and Procedures be reviewed every six months, so this item was a part of that normal process.

Commissioner Jung requested staff look at the best practices. She also requested staff provide recommendations and some options, along with the philosophy behind those options.

Commissioner Berkbigler said she was appointed to the Internal Audit Committee on January 8, 2013, which was a one-year term. She asked if anything had to be done. Chairman Humke stated in January 2015, the newly sworn Commission would probably want to make those appointments.

Commissioner Weber requested the Verdi Water Service Oversight Advisory Board be removed from the list of Commission Boards/Committees, since a meeting had not been held since around 2004 or 2005.

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

14-0685 AGENDA ITEM 26

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

Commissioner Jung said she would be attending the District Board of Health Board meeting on Thursday.

Commissioner Berkbigler stated she attended the Aces' baseball game during the Navy recruiters' night, and a group of recruits were sworn in. She said she attended the Economic Development Authority of Western Nevada's (EDAWN) Major Investors Dinner, where it was announced the producers of the first flying car would be relocating to the area and would hire between 80 and 120 people with an average starting salary in the \$70,000 range. She noted this year was the 100th-year anniversary of the

State of Nevada giving women the right to vote. She stated she would be attending the Tahoe Regional Planning Agency (TRPA) meeting and her Commissioner Comment meeting tomorrow at Incline Village, while her Incline Village Citizen Advisory Board (CAB) meeting would be held on Monday. She stated she attended the Tahoe Transportation District (TTD) meeting, where the bike trails and roundabouts in the Incline Village area were discussed.

Commissioner Weber said the Nevada Association of Counties (NACo) Board meeting would be held in Gerlach on August 22nd, and the Commissioners would take a tour of Burning Man, so they could see how the City was set up and how the public works infrastructure required for Burning Man worked. She stated the Regional Transportation Commission (RTC) meeting would be held on Friday and the Reno Sparks Convention and Visitors Authority (RSCVA) meeting would be held on Thursday. She stated the RSCVA would be working on their strategic plan, which would be an ongoing process.

Chairman Humke stated he attended the meeting of the Investment Committee this morning and the County's investments were doing well.

Commissioner Hartung said the Nevada Land Transfer Task Force had its final meeting and submitted some changes that all of the counties agreed on. He said once those changes were formalized, he would ask staff to bring them back sometime in August at the latest. He felt the Board would like what was done. He noted the Truckee Meadows Water Authority (TMWA) Board held its annual picnic, which featured a pit barbecue and was phenomenal.

PUBLIC HEARINGS

14-0686 AGENDA ITEM 24 – COMMUNITY SERVICES

Agenda Subject: "Second reading and adoption of an Ordinance approving a "First Amendment to Development Agreement (Montreux Subdivision, TM0007-002)" amending a Development Agreement originally approved in 2010 (DA10-001) regarding the Montreux 2000 Subdivision (approved in 2000 as Tentative Map TM0007-002). This amendment (Case No. AC14-004) extends the duration of the agreement and extends the deadline for filing the next in a series of final subdivision maps to July 24, 2019, with a possible extension by the Director of the Planning and Development Division to July 24, 2021. The subdivision is located approximately 550-feet south of the Mount Rose Highway (SR 431) via Bordeaux Drive, and within Sections 3 & 10, T17N, R19E, MDM, Washoe County, Nevada. (APN: 148-010-57, 148-351-08, 148-222-24). (Commission District 2.)"

6:00 p.m. The Chairman opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance.

Nancy Parent, County Clerk, read the title for Ordinance No. 1538, Bill No. 1719.

In response to the call for public comment, Mark Schimpf said his concern was there was a dirt road behind his house. He stated when the construction started, the dust started flying. He said County staff was able to get someone to put down a vegetable solution to keep the dust down in 2008. He said the economic crash reduced the traffic on the road to just the homeowners, but now the activity and the dust problem was starting up again. He stated he was asking for some direction on how to get the road paved or at least some way of keeping the dust down and deter speeding.

Chairman Humke suggested Mr. Schimpf talk to Bob Sader, who was a Montreux representative, and Bill Whitney, Planning and Development Division Director about his concerns. Commissioner Hartung said if necessary, he would be happy to entertain a Board item to ask the developer to put a surfactant on the road to hold the dust down. Commissioner Weber agreed.

On motion by Commissioner Berkbigler, seconded by Commissioner Chairman Humke, which motion duly carried, Chairman Humke ordered that Ordinance No. 1538, Bill No. 1719, entitled, "**AN ORDINANCE APPROVING A "FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (MONTREUX SUBDIVISION, TM0007-002)" AMENDING A DEVELOPMENT AGREEMENT ORIGINALLY APPROVED IN 2010 (DA10-001) REGARDING THE MONTREUX 2000 SUBDIVISION APPROVED IN 2000 AS TENTATIVE MAP TM0007-002). THIS AMENDMENT (CASE NO. AC14-004) EXTENDS THE DURATION OF THE AGREEMENT AND EXTENDS THE DEADLINE FOR FILING THE NEXT IN A SERIES OF FINAL SUBDIVISION MAPS TO JULY 24, 2019, WITH A POSSIBLE EXTENSION BY THE DIRECTOR OF THE PLANNING AND DEVELOPMENT DIVISION TO JULY 24, 2021. THE SUBDIVISION IS LOCATED APPROXIMATELY 550-FEET SOUTH OF THE MOUNT ROSE HIGHWAY (SR 431) VIA BORDEAUX DRIVE, AND WITHIN SECTIONS 3 & 10, T17N, R19E, MDM, WASHOE COUNTY, NEVADA. (APN: 148-010-57, 148-351-08, 148-222-24),"** be approved, adopted, and published in accordance with NRS 244.100.

14-0687 AGENDA ITEM 25 – DISTRICT ATTORNEY

Agenda Subject: "Second reading and adoption of an Ordinance initiating the merger of the South Truckee Meadows General Improvement District into the Truckee Meadows Water Authority and terminating the existence of the South Truckee Meadows General Improvement District and its Board of Trustees; providing for an interlocal agreement for merger between the South Truckee Meadows General Improvement District and the Truckee Meadows Water Authority; providing for written notice of the proposed merger to property owners within the STMGID boundary, together with the time and place for hearing on the

merger; and providing for other matters properly relating thereto. (All Commission Districts.)"

6:10 p.m. The Chairman opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance.

Nancy Parent, County Clerk, read the title for Ordinance No. 1539, Bill No. 1720.

Steve Cohen, South Truckee Meadows General Improvement District (STMGID) Board of Trustees (BOT) Chair, said the merger and dissolution of STMGID had been an emotional issue but, when the emotions were removed from the discussion on water, this solution would be best for the region. He hoped the Truckee Meadows Water Authority (TMWA) would continue to keep the politics out of the water issue and that STMGID's residents would continue to receive high quality water at low rates as they had for the last 30 plus years. He thanked all of the Commissioners that STMGID had worked with over the years.

Chairman Humke said he had been involved in the water issue centering in the Virginia Foothills since his legislative service. He thanked Mr. Cohen and all of the STMGID Board members past and present for their work. He felt this would be the most efficient and the best answer for the taxpayers.

Commissioner Weber thanked Mr. Cohen, and said she felt this would be the best situation for everyone. She also thanked the staff who had worked on STMGID over the years.

Chairman Humke said it was a good decision to make the STMGID Local Managing Board (LMB) the STMGID BOT, which he felt should have been done sooner. He thanked staff for their tireless work. He stated they did a great service in assisting the Board in managing STMGID properly, and he noted the STMGID LMB Board members always agreed with the assessment that staff did a great job.

Paul Lipparelli, Legal Counsel, said this initiating ordinance would start the process of the dissolution of STMGID and would direct the Clerk to distribute information cards to STMGID's property owners. He said the property owners would have until September to submit any protests and, after September, the Board would act on a second ordinance to actually dissolve STMGID. He advised STMGID's and TMWA's arrangement to merge was tied to the closing of the merger between Washoe County's Water Resources and TMWA. He stated if something happened to delay or stop that merger, this dissolution would not go into effect.

Commissioner Hartung thanked and congratulated staff, including TMWA's staff, for all of their work to make this come together. He stated STMGID's ratepayers would have a very reliable system and TMWA would do a great job for them.

Chairman Humke said Jim Galloway, former Washoe County Commissioner, analyzed the issues and, with staff, created the water balancing analysis. He stated Commissioner Galloway's work was tireless with citizens, ratepayers, staff, and STMGID's Local Managing Board. He thanked Commissioner Galloway for his work on STMGID.

On motion by Commissioner Hartung, seconded by Chairman Humke, which motion duly carried, Chairman Humke ordered that Ordinance No. 1539, Bill No. 1720, entitled, "**AN ORDINANCE INITIATING THE MERGER OF THE SOUTH TRUCKEE MEADOWS GENERAL IMPROVEMENT DISTRICT INTO THE TRUCKEE MEADOWS WATER AUTHORITY AND TERMINATING THE EXISTENCE OF THE SOUTH TRUCKEE MEADOWS GENERAL IMPROVEMENT DISTRICT AND ITS BOARD OF TRUSTEES; PROVIDING FOR AN INTERLOCAL AGREEMENT FOR MERGER BETWEEN THE SOUTH TRUCKEE MEADOWS GENERAL IMPROVEMENT DISTRICT AND THE TRUCKEE MEADOWS WATER AUTHORITY; PROVIDING FOR WRITTEN NOTICE OF THE PROPOSED MERGER TO PROPERTY OWNERS WITHIN THE STMGID BOUNDARY, TOGETHER WITH THE TIME AND PLACE FOR HEARING ON THE MERGER; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO,**" be approved, adopted, and published in accordance with NRS 244.100.

14-0688 AGENDA ITEM 27

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 scheduled.

14-0689 AGENDA ITEM 29 – 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.

COMMUNICATIONS

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

14-0690 Nevada Department of Transportation - Notice of Completion - Contract No. 3569, Project No. SP-000M(207), SR 445 Pyramid Hwy MP WA 11.00 – 43.98; SR 447 Gerlach Rd MP WA 35.00 -49.00, Washoe County.

14-0691 Nevada Department of Transportation - Notice of Completion - Contract No. 3570, Project No. SPSR-208(10), SR 208 Topaz/Yerington Rd.; SR 447 Gerlach Rd., Lyon, Washoe Counties.

FINAL BUDGETS

14-0692 North Lake Tahoe Fire Protection District – Final Budget for Fiscal Year Ending June 30, 2015.

14-0693 Palomino Valley General Improvement District – Final Budget for Fiscal Year 2014-2015.

14-0694 Washoe County School District – Final Budget for Fiscal Year 2014-2015.

* * * * *

6:24 p.m. There being no further business to discuss, the meeting was adjourned without objection.

DAVID HUMKE, Chairman
Washoe County Commission

ATTEST:

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

*Minutes Prepared by:
Jan Frazzetta, Deputy County Clerk*

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Division of Health Care Financing and Policy
1100 East William Street, Ste. 108
Carson City, Nevada 89701
(775) 684-3600
Fax (775) 687-3839

And

The Second Judicial District Court on the Behalf of
Washoe County Juvenile Services
PO Box 11130
Reno, Nevada 89520-0027
(775) 325-7801

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

WHEREAS, it is deemed that the services of Washoe County Juvenile Services hereinafter set forth are both necessary to the Division of Health Care Financing and Policy and in the best interests of the State of Nevada;

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.

2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.

3. CONTRACT TERM. This Contract shall be effective October 1, 2014 to September 30, 2018, unless sooner terminated by either party as set forth in this Contract. This contract may be extended for an additional five-year period by mutual written consent of both parties on or before July 1, 2018 unless otherwise agreed.

4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

14-0659

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

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

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: COST PROPOSAL

ATTACHMENT C: BUSINESS ASSOCIATE ADDENDUM

7. CONSIDERATION. Washoe County Juvenile Services agrees to provide the services set forth in paragraph (6) at a cost of approximately \$40,000.00 (forty thousand dollars and zero cents) per State fiscal year and shall not exceed approximately \$160,000.00 (one hundred sixty thousand dollars and zero cents) for the contract term. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

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

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

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

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

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

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

13. INDEMNIFICATION.

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

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

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

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

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

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

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

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

**WASHOE COUNTY
FOR AND ON THE BEHALF OF
WASHOE COUNTY JUVENILE SERVICES**

David Humke

7/22/14
Date

Chairman
Title



**DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY**

Leah Lamborn

Date

Chief Fiscal Officer, DHCFF

Title

Laurie Squartsoff

Date

Administrator, DHCFF

Title

Michael J. Willden

Date

Director, DHCFF

Title

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On _____
(Date)

Deputy Attorney General for Attorney General, State of Nevada

On _____
(Date)

ATTACHMENT

A

ATTACHMENT A

SCOPE OF WORK

TARGETED CASE MANAGEMENT (TCM) SERVICES

- I. The DHCFP agrees to perform the following services or activities, and to provide the following payment for Washoe County's services.
 - A. To work with the Federal Government, Washoe County and its consultants as necessary to formulate plans and policies to ensure the appropriate availability of Title XIX and Title XXI funds for allowable costs and services, as defined in the Nevada Medicaid State Plan, Chapter 3.0 and Attachment 4,19-B, provided by both parties;
 - B. To provide to Washoe County necessary guidance and documentation related to the utilization of Title XIX and Title XXI funding for Targeted Case Management (TCM) and other allowable activities and services. This may include provider training related to the reimbursement for TCM services, to Washoe County;
 - C. To approve a standard methodology for Washoe County to utilize in determining the reimbursable costs Washoe County may charge consistent with the Office of Management and Budget (OMB) Circular A-87 guide, the Code of Federal Regulations 45 CFR Subtitle A, Part 92 and Subtitle E, and approved by DHCFP. The methodology will be based on an interim rate which is the actual rate from the preceding state fiscal year and should be decided upon preferably before the beginning of the upcoming state fiscal year. At the end of the state fiscal year, Washoe County will have until December 1 of the following State fiscal year to submit its year-end claims to the DHCFP for reconciliation and cost settlement. The DHCFP will have two years from the end of the state fiscal year to cost-settle those claims. If Washoe County's interim payments exceed the actual certified cost of the services to Medicaid clients, DHCFP will recoup the federal share of the overpayment. If the actual, certified costs exceed the interim Medicaid payments, DHCFP will pay the federal share of the difference to the provider in accordance with the final actual certification agreement. To pay Washoe County through its Medicaid Management Information System (MMIS) for TCM claims submitted during the state fiscal years which are covered under the Provider Enrollment Agreement. Those expenditures and their allocation must be in accordance with Washoe County's State-approved standard methodology for TCM services. This payment will represent the federal share of the Federal Medical Assistance Percentage (FMAP) of the total allowable costs identified for TCM services. This medical assistance percentage is published annually pursuant to the Code of Federal Regulation (42 CFR Part 433.11 Subpart A). Correct and accurately submitted claims are generally paid within thirty (30) business days of receipt.
- II. Washoe County agrees to perform the following services or activities and to accept payment for the services as follows:
 - A. To provide TCM services to eligible recipients under Title XIX and Title XXI within Washoe County, in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual;
 - B. To be responsible for collecting and submitting the required information necessary to determine client eligibility for the Title XIX and Title XXI program;
 - C. To determine all expenditures in accordance with Washoe County's State-approved methodology for TCM services. Elements of the CAP necessary for claiming expenditures and for reimbursement are a CMS approved Time Study methodology,

documentation of appropriate direct and indirect costs and their cost centers. Cost allocation must be consistent with the Office of Management and Budget (OMB) Circular A-87, the Code of Federal Regulations 45 CFR Subtitle A, Part 92, and Subtitle E, and approved by DHCFP. Washoe County cannot unilaterally change the method of determining how the services will be counted, or what the approved rate is once it is approved by DHCFP;

- D. To provide a report of services, and a cost report annually to DHCFP, for TCM services in the format approved by the DHCFP, this will either be in an Excel format (.xls or .xlsx) or an Excel compatible format (.csv .txt). Other formats may be considered for use at the discretion of DHCFP on a case by case basis. Washoe County must provide an electronic version of their claims for submission before the DHCFP will consider that it has received the official version of the claims for the cost settlement process.
- E. To provide detailed back-up to support the claims being submitted for cost settlement. The back-up data must be in accordance with the State-approved standard methodology for TCM services for Washoe County.
- F. To provide the DHCFP with the documentation that the rate for eligible services is based upon the approved methodology of the DHCFP, as defined in the Nevada Medicaid State Plan, Attachment 4.19-B CPE, before any payment for those services is made by the DHCFP. The interim rate is determined based on the actual historical costs, and is estimated after the end of the state fiscal year.
- G. To pay the State's designated auditor the non-federal share (State's share) of those costs associated with the annual reconciliation and cost settlement.
- H. To bill the DHCFP in a timely manner for services which are allowable based upon DHCFP defined processes for Medicaid providers. Forms not filled out completely will be subject to return to Washoe County and payment delayed or denied;
- I. To pay back any Title XIX and/or Title XXI funds received by Washoe County in the event that an audit or audit by a firm of DHCFP's choosing results in a determination that such costs were not reimbursable under the Title XIX or Title XXI programs upon receipt of written notice from the DHCFP of such obligation;
- J. To provide the required State matching share for Federal Medicaid funds paid for children covered under the TCM, program. Washoe County will certify in a mutually agreed format that any and all funds used by Washoe County as match will be County or Local funds that are not used as match for any other program.

ADMINISTRATIVE SERVICES

- I. Washoe County agrees to perform the following services or activities and to accept payment for the services as follows:
 - A. To provide Title XIX administrative services eligible for reimbursement under 42 CFR 435.1001 for children, within Washoe County, in accordance with the State of Nevada Title XIX Medicaid State Plan Attachment B 4.19 and Nevada Medicaid Services Manual. These administrative services may include, but are not limited to utilization review, referral, arranging and follow up for Medicaid services, and resolving Medicaid eligibility and coverage issues.

- B. To determine all expenditures in accordance with Washoe County's State approved standard methodology. The elements of the standard methodology necessary for claiming expenditures and for reimbursement are a CMS approved Random Moment Time Sampling (RMTS) methodology and/or time study, documentation of appropriate direct and indirect costs and their cost centers. Cost allocation must be consistent with the Office of Management and Budget (OMB) Circular A-87, the Code of Federal Regulations 45 CFR Subtitle A, Part 92, and Subtitle E, and approved by DHCFP. Washoe County cannot unilaterally change the method of determining how the services will be counted or what the approved rate is once it is approved by DHCFP
- C. To provide an electronic version of a report of Administrative services and costs to DHCFP quarterly in the format approved by DHCFP, this will either be in an Excel format (.xls or .xlsx) or an Excel compatible format (.csv or .txt). Other formats may be considered for use at the discretion of DHCFP on a case by case basis.
- D. To provide detailed back-up to support the claims being submitted.. The back-up data must be in accordance with the State approved standard methodology for Administrative Claiming for Washoe County.
- E. Each quarter's invoice shall be due on or before thirty (30) days following the last day of the quarter of service. The invoice will reflect both the total computable amount and the Federal Financial Participation (FFP) amount, and must be completely filled out, signed and dated by an appropriate official of Washoe County attesting to its accuracy. Forms not filled out completely will be subject to return to Washoe County and payment delayed or denied. All signatures must be originals;
- F. To include with the invoice, a certificate which: 1) is in the format provided by DHCFP, attesting to Washoe County's use of local funds of not less than the current State Share of the amount invoiced for that period; and 2) certifies that the local funds are not from a Federal source of funds being used to match any other Federal Funds. The certification must be signed and dated by an authorized representative attesting to the use of the specific funds. All signatures must be originals;
- G. To pay back, upon receipt of written notice from DHCFP of such obligation, any Title XIX funds received by Washoe County in the event that a Federal audit or audit by a contractor of DHCFP results in a determination that such costs were not reimbursable under the Title XIX program;
- H. Washoe County is responsible to ensure that all financial records comply with the OMB Circular A-133 (also referred to as the Single Audit Act of 1984). In the event of an audit by the federal agency with oversight of the program, Washoe County shall be responsible for any disallowances or errors discovered during that audit that result in a negative fiscal impact to Washoe County or the state. Copies of audit reports shall be sent to DHCFP within sixty-(60) days of written request, attention Administrator, Division of Health Care Financing and Policy, 1100 East William Street, Suite 100, Carson City, Nevada, 89701.

II. DHCFP agrees:

- A. To work with Washoe County and the Federal Government, as necessary, to formulate the necessary plans and policies which will ensure the appropriate availability of Title XIX funds for allowable costs and services provided by both parties; To make available to Washoe

County the federal share of the total computable funds for the Medicaid Administrative Services program. To provide to Washoe County necessary guidance related to the utilization of Title XIX funding for Medicaid administrative activities.

- B. To pay Washoe County, upon receipt of a claim, the federal share of those costs and services allowable under the Title XIX program. Currently for administrative claims the FFP is 50%.
- C. DHCFP shall use its best efforts to pay Washoe County for eligible services within (30 days) after receipt of an accurate invoice under this agreement. This assumes there are no discrepancies or errors contained in the invoice or documentation supporting the invoice.

III. Both Parties Agree:

- A. Washoe County shall comply with Public Law 98-50 (Single Audit Act of 1984) and Office of Management and Budget (OMB) Circular A-133. Copies of audit reports shall be sent to the contracting Division within 60 days of receipt of the audit report at 1100 East William Street, Suite 108, Carson City, Nevada 89701 to the attention of the Accounting/Budget Unit.

ATTACHMENT

B

**WASHOE COUNTY JUVENILE JUSTICE SERVICES
ADMINISTRATIVE EXPENDITURE BUDGET PROPOSAL**

	Projected SFY 2015	Projected SFY 2016	Projected SFY 2017	Projected SFY 2018	
QTR 1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
QTR 2	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
QTR 3	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
QTR 4	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
Total	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 160,000.00

All quarterly and annual amounts are approximate
Contract not to exceed \$160,000.00

ATTACHMENT

C

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

The Division of Health Care Financing and Policy
Herein after referred to as the "Covered Entity"

and

Washoe County Juvenile Service
Herein after referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5 this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA Regulations; and

WHEREAS, Business Associate may have access to and/or create, receive, maintain or transmit certain protected health information from or on behalf of the Covered Entity, in fulfilling its responsibilities under such arrangement; and

WHEREAS, HIPAA Regulations require the Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information; and

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

I. **DEFINITIONS.** The following terms in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

1. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
2. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
3. **Covered Entity** shall mean the name of the Division listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
4. **Parties** shall mean the Business Associate and the Covered Entity.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the individual that is maintained in a designated record set by the Business Associate or its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall notify the Covered Entity immediately and provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently, to the extent that it is permitted to do so by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations by Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations.

The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.

9. **Breach Pattern or Practice by Covered Entity.** Pursuant to HIPAA Regulations, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by Business Associate of HIPAA Regulations or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.

17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of HIPAA Regulations.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

The Business Associate agrees to these general use and disclosure provisions:

1. Permitted Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA Regulations, if done by the Covered Entity.
- b. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with HIPAA Regulations.
- c. Except as otherwise limited by this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.

2. Prohibited Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with HIPAA Regulations.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, unless the Covered Entity obtained a valid authorization, in accordance with HIPAA Regulations that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF THE COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with HIPAA Regulations, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under HIPAA Regulations, if done by the Covered Entity.

V. TERM AND TERMINATION

1. Effect of Termination:

- a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
 - b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
 - c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents or employees of the Business Associate.
2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or if it is not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Contract that any conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

IN WITNESS WHEREOF, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth below.

COVERED ENTITY

Division of Health Care Financing and Policy

1100 E. William Street, Suite 101

Carson City, NV 89701

PH: (775) 684-3676

FAX: (775) 687-3893

(Authorized Signature)

Laurie Squartsoff

Administrator

(Date)

BUSINESS ASSOCIATE

Washoe County Juvenile Services

PO Box 11130

Reno, NV 89520

PH: (775) 325-7801



(Authorized Signature)

David Humke

Chairman

7/22/14

(Date)

Summary - a resolution directing notice to the Washoe County Debt Management Commission and requesting consideration of the Board's proposal to issue general obligation (limited tax) building bonds additionally secured by pledged revenues.

RESOLUTION NO. _____

A RESOLUTION DIRECTING THE CLERK TO NOTIFY THE WASHOE COUNTY DEBT MANAGEMENT COMMISSION OF THE COUNTY'S PROPOSAL TO ISSUE ITS WASHOE COUNTY, NEVADA GENERAL OBLIGATION (LIMITED TAX) BUILDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES) IN THE MAXIMUM PRINCIPAL AMOUNT OF \$12,000,000 FOR THE MEDICAL EXAMINER'S BUILDING; PROVIDING CERTAIN DETAILS IN CONNECTION THEREWITH; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, Washoe County, Nevada (the "County") was created as a county pursuant to Section 243.340 of Nevada Revised Statutes ("NRS"), and, pursuant to NRS 244A.011 to 244A.065, inclusive, is authorized to acquire, improve, equip, operate and maintain building projects as defined in NRS 244A.019 within the County, including facilities for a building for the medical examiner (the "Project"); and

WHEREAS, the Board of County Commissioners (the "Board") of the County proposes to issue the County's general obligation (limited tax) building bonds additionally secured by pledged revenues (the "Bonds") to finance the Project; and

WHEREAS, pursuant to NRS 350.020(3) (subject to the approval of the proposal to issue general obligations by the Washoe County Debt Management Commission), proposes to adopt and publish notices of public hearing and adoption of a resolution of intent to issue the Bonds additionally secured by a pledge of 15% of certain proceeds of liquor taxes, tobacco taxes, real property transfer taxes, basic governmental services tax and basic and supplemental sales taxes (collectively, the "Consolidated Taxes") distributed to the County (the "Pledged Revenues"); and

WHEREAS, based on a revenue study presented to the Board, the Board hereby makes a finding that the Pledged Revenues will at least equal the amount required in each year for the payment of interest on and principal of the Bonds; and

14-0669

WHEREAS, the Board proposes to issue the Bonds without an election unless a petition signed by the requisite number of registered voters of the County representing the requisite assessed value of the taxable property of the County is presented to the Board requiring the Board to submit to the qualified electors of the County for their approval or disapproval the following proposal:

**GENERAL OBLIGATION BUILDING BONDS
ADDITIONALLY SECURED BY PLEDGED REVENUES
PROPOSAL:**

Shall the Board of County Commissioners of Washoe County in the State of Nevada, be authorized to incur a general obligation indebtedness on behalf of the County by the issuance at one time, or from time to time, of the County's general obligation (limited tax) building bonds, in one series or more, in the aggregate principal amount of not exceeding \$12,000,000 for the purpose of financing, wholly or in part, the acquisition, construction, improvement and equipment of building projects as defined in NRS 244A.019, the bonds to mature commencing not later than five (5) years from the date or respective dates of the bonds and ending not later than thirty (30) years therefrom, to bear interest at a rate or rates not in excess of the statutory maximum rate in effect at the time bonds are sold, to be payable from general (ad valorem) taxes (except to the extent pledged revenues and other moneys are available therefor), and to be issued and sold at par, or below or above par, and otherwise in such manner, upon such terms and conditions, and with such other detail as the Board may determine, including at its option but not necessarily limited to provisions for the redemption of bonds prior to maturity without or with the payment of a premium?

(the "Bond Proposal"); and

WHEREAS, subsection 1 of NRS 350.014 provides, in relevant part, as follows:

"1. Before any proposal to issue general obligation debt . . . may be submitted to the electors of a municipality, . . . before any other formal action may be taken preliminary to the issuance of any general obligation debt, the proposed incurrence . . . must receive the favorable vote of two-thirds of the members of the [debt

management] commission of each county in which the municipality is situated. . . .";
and

WHEREAS, subsection 1 of NRS 350.0145 provides, in relevant part, as follows:

"1. The governing body of the municipality proposing to incur general obligation debt. . . shall notify the secretary of each appropriate commission, and shall submit a statement of its proposal in sufficient number of copies for each member of the commission...."

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

Section 1. Based on the revenue study presented to the Board, the Board hereby finds that no increase in the rate of an ad valorem tax is anticipated to be necessary for the payment of the Bonds described in the Proposal for the term thereof (the "Finding"), and requests the Washoe County Debt Management Commission (the "Commission") to approve the Proposal and the Finding.

Section 2. All action, proceedings, matters and things heretofore taken, had and done by the Board, and the officers thereof (not inconsistent with the provisions of this resolution) directed toward the Project and the financing thereof be, and the same hereby is, ratified, approved and confirmed.

Section 3. The County Clerk shall be, and she hereby is, authorized and directed to notify immediately the Secretary of the Washoe County Debt Management Commission of the County's Proposal, and to submit to said Secretary a statement of the Proposal in sufficient number of copies for each member of the Commission. The County chief financial officer or the County Manager is authorized to update or amend the County's plan for capital improvements if necessary to reflect the Project and the Bonds and the Project to be financed thereby and to file the information as required by NRS 350.013 to the extent required to comply with NRS 350.013.

Section 4. In order to permit the County to reimburse itself for prior expenditures relating to the Project with the proceeds of Bonds, the Board hereby determines and declares as follows:

a. The County reasonably expects to incur expenditures with respect to the financing of the Project prior to the issuance of Bonds and to reimburse those expenditures from the issuance of Bonds; and

b. The maximum principal amount of Bonds expected to be used to reimburse such expenditures is \$12,000,000.

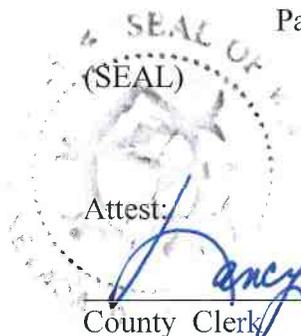
This resolution is intended to be a declaration of "official intent" to reimburse expenditures within the meaning of Treasury Regulation Section 1.150-2.

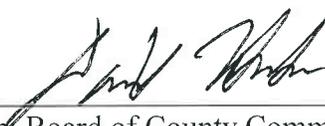
Section 5. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be constructed to revive any resolution, or part thereof, heretofore repealed.

Section 6. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

Section 7. This resolution shall become effective and be in force immediately upon its adoption.

Passed and adopted this July 22, 2014.




Chairman, Board of County Commissioners

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

I am the duly chosen, qualified and acting Clerk of Washoe County (the "County"), Nevada (the "County"), do hereby certify:

1. The foregoing pages constitute a true, correct and compared copy of a resolution of the Board of County Commissioners (the "Board") adopted at a regular meeting of the Board held on July 22, 2014, and the original of such resolution has been approved and authenticated by the signature of the Chairman of the Board and myself as Clerk, and has been recorded in the minute book of the Board kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

2. The members of the Board voted on the resolution as follows:

Those Voting Aye: Marsha Berkbigler
 David Humke
 Kitty Jung
 ~~Vaughn Hartung~~
 Bonnie Weber

Those Voting Nay: none

Those Absent: Vaughn Hartung

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

4. Public notice of such meeting was given and such meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice of meeting and excerpts from the agenda for the meeting relating to the Resolution, as posted no later than 9:00 a.m. on the third working day prior to the meeting, on the County's website, on the official website of the State of Nevada pursuant to NRS 232.2175, and at the following locations:

- (i) Washoe County Administration Complex
1001 East Ninth Street, Building A
Reno, Nevada

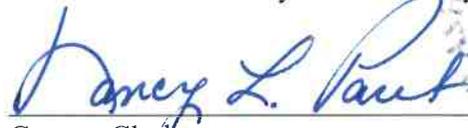
- ii) Washoe County Courthouse
Second Judicial District Court
75 Court Street
Reno, Nevada
- (iii) Washoe County Central Library
301 South Center Street
Reno, Nevada
- (iv) Sparks Justice Court
1675 East Prater Way
Sparks, Nevada

is attached as Exhibit A.

5. Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each person, if any, who has requested notices of meetings of the Board in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

6. The revenue study attached as Exhibit B was presented to the Board together with a copy of the resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this July 22, 2014.


County Clerk

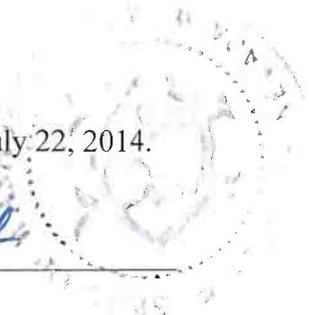


EXHIBIT A

(Attach Copy of Notice of Meeting)

EXHIBIT B

(Attach Revenue Study)

REVENUE STUDY

DEBT SERVICE COVERAGE

Fiscal Year Ended June 30	2009 (Actual)	2010 (Actual)	2011 (Actual)	2012 (Actual)	2013 (Actual)	2014 (Estimated)	2015 Budgeted
Consolidated Tax	\$76,787,162	\$68,512,745	\$69,330,862	\$70,985,428	\$75,489,073	\$80,000,000	\$82,500,000
Pledged Revenue Limitation (15%)	\$11,518,074	\$10,276,912	\$10,399,629	\$10,647,814	\$11,323,361	\$12,000,000	\$12,375,000
Existing Debt Service	\$6,054,252	\$5,038,415	\$5,024,602	\$5,096,711	\$4,655,780	\$4,316,929	\$6,209,832 ⁽¹⁾
Coverage	1.90x	2.04x	2.07x	2.09x	2.43x	2.78	1.99

(1) Preliminary, subject to change. Reflects estimated maximum annual debt service which occurs in fiscal year 2025.

Source: Washoe County, Nevada Comprehensive Annual Financial Reports for fiscal years 2009 - 2013 and 2015 Final Budget.

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
THE CITY OF CARLIN ON BEHALF OF
THE CARLIN 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 CARLIN** on behalf of the **CARLIN POLICE DEPARTMENT**, hereinafter referred to as **USER**.

W I T N E S S E T H:

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

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

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

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

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, **WASHOE** shall provide for **USER** forensic analyses within the existing capabilities of **WASHOE** as set forth in **Exhibit 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 **\$5,314** 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.

14-0675

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: 5-1-14

BY: Michael Haley
WASHOE COUNTY SHERIFF

**WASHOE COUNTY BOARD OF
COMMISSIONERS**

DATE: July 22, 2014

BY: Andi Mohr
CHAIRMAN

DATE: July 22, 2014

ATTEST Jancy L. Parrott
WASHOE COUNTY CLERK



USER

DATE: 5/12/14

BY: Wip Wilson

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 required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
 - Homicide
 - Attempted homicide
 - Officer involved shootings
 - Questionable deaths with detective on scene
 - Kidnapping
 - Child abuse
 - Sexual assault with substantial bodily injury or unknown suspect
 - Battery with a deadly weapon with substantial bodily injury
 - Armed robbery with substantial bodily injury
 - Bank robbery with substantial bodily injury
 - Robbery, strong armed, with substantial bodily injury
 - Fatal traffic accidents when vehicular homicide is suspected
 - Homicide autopsy

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

- \$25.00 per CD

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

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

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
CHURCHILL COUNTY ON BEHALF OF
THE CHURCHILL COUNTY 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 **CHURCHILL COUNTY** on behalf of the **CHURCHILL COUNTY SHERIFF'S OFFICE**, hereinafter referred to as **USER**.

W I T N E S S E T H:

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

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

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

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

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, **WASHOE** shall provide for **USER** forensic analyses within the existing capabilities of **WASHOE** as set forth in **Exhibit 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 **\$19,485** 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: 5-1-14

BY: *Michael Haley*
WASHOE COUNTY SHERIFF

**WASHOE COUNTY BOARD OF
COMMISSIONERS**

DATE: July 22, 2014

BY: *Paul Weber*
CHAIRMAN

DATE: July 22, 2014

ATTEST: *Jancy L. Parent*
WASHOE COUNTY CLERK



USER

DATE: 5/6/14

BY: *Benjamin D. Smith*

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 required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
 - Homicide
 - Attempted homicide
 - Officer involved shootings
 - Questionable deaths with detective on scene
 - Kidnapping
 - Child abuse
 - Sexual assault with substantial bodily injury or unknown suspect
 - Battery with a deadly weapon with substantial bodily injury
 - Armed robbery with substantial bodily injury
 - Bank robbery with substantial bodily injury
 - Robbery, strong armed, with substantial bodily injury
 - Fatal traffic accidents when vehicular homicide is suspected
 - Homicide autopsy

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

- \$25.00 per CD

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

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

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
DOUGLAS COUNTY ON BEHALF OF
THE DOUGLAS COUNTY 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 **DOUGLAS COUNTY** on behalf of the **DOUGLAS COUNTY SHERIFF'S OFFICE**, hereinafter referred to as **USER**.

W I T N E S S E T H:

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

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

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

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

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, **WASHOE** shall provide for **USER** forensic analyses within the existing capabilities of **WASHOE** as set forth in **Exhibit 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 **\$51,960** 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.

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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: 3-1-14

BY: *Michael Harty*
WASHOE COUNTY SHERIFF

**WASHOE COUNTY BOARD OF
COMMISSIONERS**

DATE: July 22, 2014

BY: *Jim White*
CHAIRMAN

DATE: July 22, 2014

ATTEST: *Jancy L. Vincent*
WASHOE COUNTY CLERK



USER

DATE: 5/7/14 BY:

[Signature]

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.
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 - ✓ 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.

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- 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:

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- Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
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 - 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
ELKO COUNTY ON BEHALF OF
THE ELKO COUNTY 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 **ELKO COUNTY** on behalf of the **ELKO COUNTY SHERIFF'S OFFICE**, hereinafter referred to as **USER**.

W I T N E S S E T H:

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

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

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

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

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

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

A. For fiscal year 2014/2015 **USER** shall pay to **WASHOE** a fee of **\$54,049**, 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:

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DATE: 5-1-14

BY: *Michael Holey*
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: July 22, 2014

BY: *Paul White*
CHAIRMAN

DATE: July 22, 2014

ATTEST: *Nancy L. Pault*
WASHOE COUNTY CLERK



USER

DATE: 5-7-14

BY: *James Pett*

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.
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 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
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Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

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- 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)
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- 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
THE CITY OF ELKO ON BEHALF OF
THE ELKO 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 ELKO** on behalf of the **ELKO POLICE DEPARTMENT**, hereinafter referred to as **USER**.

W I T N E S S E T H:

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

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

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

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

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, **WASHOE** shall provide for **USER** forensic analyses within the existing capabilities of **WASHOE** as set forth in **Exhibit 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 **\$49,893** 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: 5-1-14

BY: *Michael Haley*
WASHOE COUNTY SHERIFF

**WASHOE COUNTY BOARD OF
COMMISSIONERS**

DATE: July 22, 2014

BY: *Paul White*
CHAIRMAN

DATE: July 22, 2014

ATTEST: *Nancy L. Pank*
WASHOE COUNTY CLERK

USER

DATE: 05-08-14

BY: *Paul Reed*
ELKO POLICE CHIEF

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 required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
 - Homicide
 - Attempted homicide
 - Officer involved shootings
 - Questionable deaths with detective on scene
 - Kidnapping
 - Child abuse
 - Sexual assault with substantial bodily injury or unknown suspect
 - Battery with a deadly weapon with substantial bodily injury
 - Armed robbery with substantial bodily injury
 - Bank robbery with substantial bodily injury
 - Robbery, strong armed, with substantial bodily injury
 - Fatal traffic accidents when vehicular homicide is suspected
 - Homicide autopsy

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

- \$25.00 per CD

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

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

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
EUREKA COUNTY ON BEHALF OF
THE EUREKA COUNTY 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 **EUREKA COUNTY** on behalf of the **EUREKA COUNTY SHERIFF'S OFFICE**, hereinafter referred to as **USER**.

W I T N E S S E T H:

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

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

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

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

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

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

A. For fiscal year 2014/2015 **USER** shall pay to **WASHOE** a fee of **\$3,000**, which fee shall entitle **USER** to the use of the forensic laboratory services currently within the capability of **WASHOE** as such are more fully set forth in **Exhibit A** attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full 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.

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: July 22, 2014

BY: *Jim Park*
CHAIRMAN

DATE: July 22, 2014

ATTEST: *Nancy L. Parent*
WASHOE COUNTY CLERK

DATE: 5-13-14 BY:

USER
[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 autopsies
- 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
THE CITY OF FALLON ON BEHALF OF
THE FALLON 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 FALLON** on behalf of the **FALLON POLICE DEPARTMENT**, hereinafter referred to as **USER**.

W I T N E S S E T H:

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

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

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

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

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

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

A. For fiscal year 2014/2015 **USER** shall pay to **WASHOE** a fee of **\$25,435**, 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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DATE: 5-1-14

BY: Michael Haley
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: July 22, 2014

BY: And Mhm
CHAIRMAN

DATE: July 22, 2014

ATTEST: Dancy L. Kent
WASHOE COUNTY CLERK



DATE: 5/13/14

BY: USER

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.
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 - ✓ 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).
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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.

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
HUMBOLDT COUNTY ON BEHALF OF
THE HUMBOLDT COUNTY 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 **HUMBOLDT COUNTY** on behalf of the **HUMBOLDT COUNTY SHERIFF'S OFFICE**, hereinafter referred to as **USER**.

W I T N E S S E T H:

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

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

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

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

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

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

A. For fiscal year 2014/2015 **USER** shall pay to **WASHOE** a fee of **\$24,527**, 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.

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.

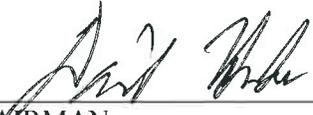
C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such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

DATE: 5-1-14

BY: 
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: July 22, 2014

BY: 
CHAIRMAN

DATE: July 22, 2014

ATTEST: 
WASHOE COUNTY CLERK

USER

DATE: 5-6-14

BY: 

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.

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
LANDER COUNTY ON BEHALF OF
THE LANDER COUNTY 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 **LANDER COUNTY** on behalf of the **LANDER COUNTY SHERIFF'S OFFICE**, hereinafter referred to as **USER**.

W I T N E S S E T H:

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

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

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

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

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

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

A. For fiscal year 2014/2015 **USER** shall pay to **WASHOE** a fee of **\$3,179**, 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.

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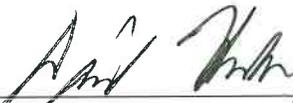
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DATE: 5-1-14

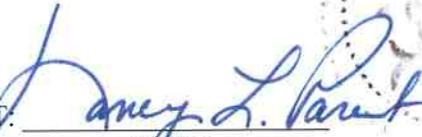
BY: 
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: July 22, 2014

BY: 
CHAIRMAN

DATE: July 22, 2014

ATTEST: 
WASHOE COUNTY CLERK

USER

DATE: 5-8-14

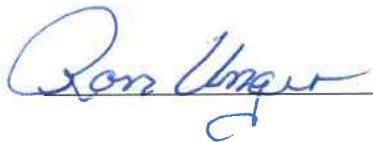
BY: 

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

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 - ✓ 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.
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 - ✓ 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).
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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.

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- Attempted homicide
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- Sexual assault with substantial bodily injury or unknown suspect
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- 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
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 - Semen (presence of sperm cells)
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 - 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)
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- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
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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.
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**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
THE CITY OF LOVELOCK ON BEHALF OF
THE LOVELOCK 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 LOVELOCK** on behalf of the **LOVELOCK POLICE DEPARTMENT**, hereinafter referred to as **USER**.

W I T N E S S E T H:

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

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

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

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

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

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

A. For fiscal year 2014/2015 **USER** shall pay to **WASHOE** a fee of **\$3,634**, 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.

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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.

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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.

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DATE: 5-1-14

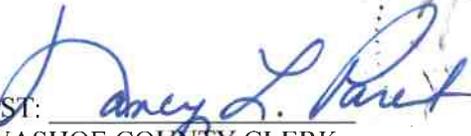
BY: 
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: July 22, 2014

BY: 
CHAIRMAN

DATE: July 22, 2014

ATTEST: 
WASHOE COUNTY CLERK



USER

DATE: 6 MAY 14

BY: 

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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- 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.

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
LYON COUNTY ON BEHALF OF
THE LYON COUNTY 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 **LYON COUNTY** on behalf of the **LYON COUNTY SHERIFF'S OFFICE**, hereinafter referred to as **USER**.

W I T N E S S E T H:

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

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

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

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

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

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

A. For fiscal year 2014/2015 **USER** shall pay to **WASHOE** a fee of **\$95,835**, 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.

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.

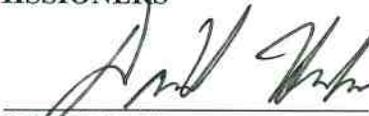
C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such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

DATE: 5-1-14

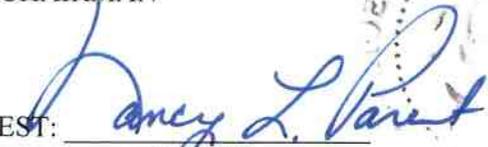
BY: 
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: July 22, 2014

BY: 
CHAIRMAN

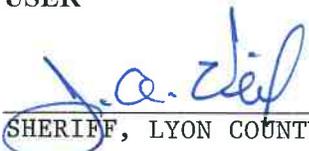
DATE: July 22, 2014

ATTEST: 
WASHOE COUNTY CLERK



USER

DATE: 06-05-14

BY: 
SHERIFF, LYON COUNTY

DATE: 6/5/2014

BY: 
JOE MORTENSEN, CHAIR
LYON COUNTY COMMISSION

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.

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
MINERAL COUNTY ON BEHALF OF
THE MINERAL COUNTY 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 **MINERAL COUNTY** on behalf of the **MINERAL COUNTY SHERIFF'S OFFICE**, hereinafter referred to as **USER**.

W I T N E S S E T H:

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

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

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

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

1. **SERVICES PROVIDED**: Unless otherwise provided and/or amended by written agreement of the parties hereto, **WASHOE** shall provide for **USER** forensic analyses within the existing capabilities of **WASHOE** as set forth in **Exhibit 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 **\$1,771** 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: 5-1-14

BY: 
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: July 22, 2014

BY: 
CHAIRMAN

DATE: July 22, 2014

ATTEST: 
WASHOE COUNTY CLERK



USER

DATE: 5/8/14 BY:



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 required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
 - Homicide
 - Attempted homicide
 - Officer involved shootings
 - Questionable deaths with detective on scene
 - Kidnapping
 - Child abuse
 - Sexual assault with substantial bodily injury or unknown suspect
 - Battery with a deadly weapon with substantial bodily injury
 - Armed robbery with substantial bodily injury
 - Bank robbery with substantial bodily injury
 - Robbery, strong armed, with substantial bodily injury
 - Fatal traffic accidents when vehicular homicide is suspected
 - Homicide autopsy

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

- \$25.00 per CD

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

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

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
PERSHING COUNTY ON BEHALF OF
THE PERSHING COUNTY 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 **PERSHING COUNTY** on behalf of the **PERSHING COUNTY SHERIFF'S OFFICE**, hereinafter referred to as **USER**.

W I T N E S S E T H:

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

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

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

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

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

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

A. For fiscal year 2014/2015 **USER** shall pay to **WASHOE** a fee of **\$6,359**, 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.

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: *Thomas H. Haley*
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: July 22, 2014

BY: *Paul Miller*
CHAIRMAN

DATE: July 22, 2014

ATTEST: *Jancy L. Rant*
WASHOE COUNTY CLERK

USER

DATE: May 8, 2014

BY: *Paul J. MacLeod*
Sheriff

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.

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
CITY OF SPARKS ON BEHALF OF
THE SPARKS FIRE 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 SPARKS** on behalf of the **SPARKS FIRE DEPARTMENT**, hereinafter referred to as **USER**.

W I T N E S S E T H:

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

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

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

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

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, **WASHOE** shall provide for **USER** forensic analyses within the existing capabilities of **WASHOE** as set forth in **Exhibit 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 **\$1,500** 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.

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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.

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DATE: 5-1-14

BY: *Michael Haley*
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: July 22, 2014

BY: *David Walsh*
CHAIRMAN

DATE: July 22, 2014

ATTEST: *Dorey L. Parik*
WASHOE COUNTY CLERK



USER

DATE: 5-5-14

BY: *Robert King*

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 required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
 - Homicide
 - Attempted homicide
 - Officer involved shootings
 - Questionable deaths with detective on scene
 - Kidnapping
 - Child abuse
 - Sexual assault with substantial bodily injury or unknown suspect
 - Battery with a deadly weapon with substantial bodily injury
 - Armed robbery with substantial bodily injury
 - Bank robbery with substantial bodily injury
 - Robbery, strong armed, with substantial bodily injury
 - Fatal traffic accidents when vehicular homicide is suspected
 - Homicide autopsy

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

- \$25.00 per CD

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

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

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
STOREY COUNTY ON BEHALF OF
THE STOREY COUNTY 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 **STOREY COUNTY** on behalf of the **STOREY COUNTY SHERIFF'S OFFICE**, hereinafter referred to as **USER**.

W I T N E S S E T H:

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

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

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

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

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, **WASHOE** shall provide for **USER** forensic analyses within the existing capabilities of **WASHOE** as set forth in **Exhibit 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 **\$20,666** 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.

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DATE: 5-1-14

BY: *Michael C. Healy*
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: July 22, 2014

BY: *Paul Weber*
CHAIRMAN

DATE: July 22, 2014

ATTEST: *Dorey L. Paré*
WASHOE COUNTY CLERK



USER

DATE: 5/12/14 BY:

Dullant
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

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 - Questionable deaths with detective on scene
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 - 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:

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BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
THE WASHOE COUNTY SCHOOL DISTRICT ON BEHALF OF
THE WASHOE COUNTY SCHOOL DISTRICT 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 **WASHOE COUNTY SCHOOL DISTRICT** on behalf of the **WASHOE COUNTY SCHOOL DISTRICT POLICE DEPARTMENT**, hereinafter referred to as **USER**.

W I T N E S S E T H:

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

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

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

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

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

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

A. For fiscal year 2014/2015 **USER** shall pay to **WASHOE** a fee of **\$23,618**, 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.

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: *Paul Haley*
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: July 22, 2014

BY: *Paul Hoyer*
CHAIRMAN

DATE: July 22, 2014

ATTEST: *Dorey L. Parrott*
WASHOE COUNTY CLERK



USER

DATE: 5-7-14

BY: *[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.

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

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

W I T N E S S E T H:

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

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

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

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

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

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

A. For fiscal year 2014/2015 **USER** shall pay to **WASHOE** a fee of **\$3,000**, which fee shall entitle **USER** to the use of the forensic laboratory services currently within the capability of **WASHOE** as such are more fully set forth in **Exhibit A** attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full 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.

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: 3-1-14

BY: *Michael Haley*
WASHOE COUNTY SHERIFF

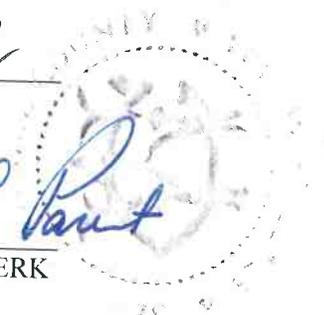
WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: July 22, 2014

BY: *David Mark*
CHAIRMAN

DATE: July 22, 2014

ATTEST: *Dorey L. Paul*
WASHOE COUNTY CLERK



USER

DATE: 5-12-14

BY: *[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.
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 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
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 - ✓ 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).
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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
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Latent Print Processing

- Appropriate chemical or powder processing of submitted items
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 - Semen (presence of sperm cells)
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- Homicide (up to 15 evidentiary samples and 10 reference samples)
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- 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
THE CITY OF WINNEMUCCA ON BEHALF OF
THE WINNEMUCCA 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 WINNEMUCCA** on behalf of the **WINNEMUCCA POLICE DEPARTMENT**, hereinafter referred to as **USER**.

W I T N E S S E T H:

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

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

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

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

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

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

A. For fiscal year 2014/2015 **USER** shall pay to **WASHOE** a fee of **\$31,339**, 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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DATE: 5-1-14

BY: 
WASHOE COUNTY SHERIFF

**WASHOE COUNTY BOARD OF
COMMISSIONERS**

DATE: July 22, 2014

BY: 
CHAIRMAN

DATE: July 22, 2014

ATTEST: 
WASHOE COUNTY CLERK



USER

DATE: 5-8-14

BY: 

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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

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 - ✓ 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.
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 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
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 - ✓ 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)
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 - ✓ 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).
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Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations

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Crime Scene Investigation

- Homicide
- Attempted homicide
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- Questionable deaths with detective on scene
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- Bank robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
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- Homicide autopsy
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**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
THE CITY OF YERINGTON ON BEHALF OF
THE YERINGTON 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 YERINGTON** on behalf of the **YERINGTON POLICE DEPARTMENT**, hereinafter referred to as **USER**.

W I T N E S S E T H:

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

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

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

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

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

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

A. For fiscal year 2014/2015 **USER** shall pay to **WASHOE** a fee of **\$3,000**, which fee shall entitle **USER** to the use of the forensic laboratory services currently within the capability of **WASHOE** as such are more fully set forth in **Exhibit A** attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full 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.

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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: 5-1-14

BY: *Michael Haley*
WASHOE COUNTY SHERIFF

**WASHOE COUNTY BOARD OF
COMMISSIONERS**

DATE: July 22, 2014

BY: *Sam Mink*
CHAIRMAN

DATE: July 22, 2014

ATTEST: *Lancy L. Parent*
WASHOE COUNTY CLERK



USER

DATE: 05-06-14

BY: *[Signature]*

Exhibit A

Full Services Provided Under the Forensic Science Division Contract

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- 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.
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 - ✓ 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).
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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.

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BY: Michael Haley
WASHOE COUNTY SHERIFF

**WASHOE COUNTY BOARD OF
COMMISSIONERS**

DATE: July 22, 2014

BY: [Signature]
CHAIRMAN

DATE: July 22, 2014

ATTEST: [Signature]
WASHOE COUNTY CLERK

USER

DATE: 05-06-14

BY: [Signature]

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**RESOLUTION OF SUPPORT
NATIONAL LAND AND WATER CONSERVATION FUND
OUTDOOR RECREATION LEGACY PARTNERSHIP PROGRAM**

NORTH VALLEYS RECREATION PARTNERSHIP PROJECT

WHEREAS, the Land and Water Conservation Fund (LWCF) Act of 1965 was enacted to assist in preserving, developing, and assuring accessibility to all citizens for outdoor recreation purposes; and

WHEREAS, LWCF provides matching grants to local governments for development of public outdoor recreation areas and facilities; and

WHEREAS, since 1967, Washoe County, through its Community Services Department (County Parks), has received \$2,551,672.50 from LWCF to enhance Washoe County's park system; and

WHEREAS, Congress has made \$3,000,000 available for this competition in the 2014 grant cycle for projects throughout the nation; and

WHEREAS, County Parks is actively seeking funding to provide new outdoor recreation opportunities for the public especially in culturally diverse and economically disadvantaged communities; and

WHEREAS, the North Valleys Recreation Partnership Project would enhance North Valleys Regional Park for users of all abilities; now, therefore, be it

RESOLVED that the Board of County Commissioners supports a National Land and Water Conservation Fund Outdoor Recreation Legacy Partnership Program grant application of approximately \$500,000, through its Community Services Department, for the North Valleys Recreation Partnership Project.

Adopted this 22nd Day of July 2014.



David Humke, Chair
Washoe County Commission

ATTEST:



Nancy Parents
County Clerk

14-0679