

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

TUESDAY

10:00 A.M.

JUNE 23, 2015

PRESENT:

Marsha Berkbigler, Chair
Kitty Jung, Vice Chair
Vaughn Hartung, Commissioner
Jeanne Herman, Commissioner
Bob Lucey, Commissioner

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

The Washoe County Board of Commissioners convened at 10:00 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:

15-0516 AGENDA ITEM 3 Public Comment.

Renee Schebler, Washoe County Employee Association (WCEA) member, said she was speaking on Agenda Item 25. She stated she appreciated the job the Commissioners did and she did not disagree with their increase, but the front-line employees sacrificed many cost of living increases, while accepting the burden of rising health care costs, increased Public Employees' Retirement System (PERS) contributions, and fewer employees to do the work; all to help keep the County afloat. She hoped the Board would approve their own increase only after approving an equal raise for the employees who deserved equal treatment.

Cathy Brandhorst spoke about matters of concern to herself.

Jennifer Crouse, said it was becoming increasingly difficult to remain a Washoe County employee due to the pay cuts and the increased medical insurance premiums. She stated she was her family's only source of income, and she would not be able to remain with the County without an increase in pay or benefits. She said she would be paying \$821 per month for her insurance premium starting in July 2015, but in Idaho she would only pay \$171 per month and would have better medical benefits. She stated she did not want to leave her job or her community, but the employees needed help. She said the Hay study done last year showed the County did not have competitive benefits and pay, and she asked how the County would lure new employees and keep the existing employees.

Romar Tollivor stated many families in area did not have access to the Internet and used the Duncan/Traner Library to do research, put together a resume, and fill out job applications. He asked the Board to leave the Library open for the public to access.

Tracey Thomas, Washoe County Employee, requested the Board consider giving fair and equal treatment for the WCEA employees during the collective bargaining process. A copy of Ms. Thomas' comments was placed on file with the Clerk.

Brian Bass said he was a one-year employee with the County. He stated the Board had to decide whether to increase the employees pay or determine the money was not in the budget.

15-0517 AGENDA ITEM 4 Manager's/Commissioners' Announcements.

Commissioner Jung said regarding Agenda Item 25, the Manager's Office, the Commissioners, and the County's lobbyists had nothing to do with asking for raises for the Elected Officials. She advised a group of Elected Department Heads pursued this at the Legislature. She stated she agreed the Commissioners should be the first to take cuts and the last to receive raises. She said regarding the health insurance increases, the employee's Health Insurance Committee chose the Cadillac of benefits, which was why the cost went up. She felt Agenda Item 25 was not appropriate to be on the agenda, because it created a nasty situation during the middle of the collective bargaining process, and the County was still flat in terms of revenue.

Commissioner Jung requested an update from the Library Board of Trustees, because she felt the Duncan/Traner Library was an important asset for the community. She said libraries today were not just about having books, but were also community meeting centers. She felt a lot of outreach, education, and special events could be done at the Duncan/Traner Library, which could get people back into the habit of using it. She said she also wanted to look for funding to get computers and Internet access at the Duncan/Traner Library, because libraries had turned into job and career training centers.

Commissioner Jung said the Supreme Court issued a ruling regarding whether a person incarcerated could be Tasered or have other forms of aggression used on them, and she wanted to make sure the Sheriff's Office Detention Department's procedures reflected that legal opinion. She stated the Supreme Court also found it was illegal for law enforcement to require hotels/motels to keep registries of people staying in them, because it was considered an invasion of privacy. She said the County's ordinances should be looked at to make sure they followed the Supreme Court decision.

Commissioner Herman requested an update on the Monte Cristo issue and on the RS 2477 roads. She said she was trying to figure out if the Citizen Advisory Board (CAB) meetings would be better as quarterly meetings.

Commissioner Lucey thanked the firefighters of the Truckee Meadows Fire Protection District (TMFPD) for their help in extinguishing the White Fir fire over the weekend and for their service in fighting the Washington fire. He commended Jennifer Budge, Park Operations Superintendent, and her staff for their help in getting the new Washoe Valley Park underway. He said Agenda Item 26, the Barracuda Championship, was a local event that was

hosted by a nonprofit that donated the tournament's proceeds back to the community. He requested staff look into the County providing a sponsorship, which would help them move forward with the tournament.

Chair Berkgigler requested a representative of the Incline Village General Improvement District (IVGID) attend a public hearing in August to discuss concerns regarding IVGID going into the magazine publishing business, their transportation business, what was done with the recreation fees collected post paying off their bonds, and their compliance with the Open Meeting Law. She requested a public hearing regarding the relocation of the boundaries of the congested areas on Peavine. She stated people would still be allowed to shoot on Peavine, but not near the trails.

Commissioner Lucey stated last week he and the Manager visited the Justice of the Peace and the Constable in Incline Village and the Justice of the Peace in Wadsworth to see their operations, and he thanked them for their hospitality.

Chair Berkgigler said local firefighters were also assisting in fighting the fires in Alaska.

CONSENT ITEMS – AGENDA ITEMS 5A THROUGH 5J4

John Slaughter, County Manager, noted Agenda Item 5H3, the re-appointment of Robert Wideman to the Washoe County Board of Adjustment, was pulled.

- 15-0518** **5A** Approve minutes for the regular Board of County Commission meeting of May 12, 2015, and May 19, 2015 and for the special meeting of the Board of County Commission meeting of May 18, 2015.
- 15-0519** **5B** Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2011/2012, 2012/2013, 2013/2014, 2014/2015 secured tax roll and 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 \$12,045.71]. Assessor. (Parcels are in various Commission Districts.)
- 15-0520** **5C** Approve the reclassification requests of a Building System Controls Specialist, pay grade M, to a Building Operations Project Manager, pay grade M (Community Services), and a Senior Public Services Librarian, pay grade Q, to an Assistant Library Director, pay grade R (Library) as evaluated by the Job Evaluation Committee. Net annual cost is estimated at \$7,858. Human Resources. (All Commission Districts.)
- 15-0521** **5D** Acknowledge receipt of annual report of projected proceeds and expenditures in the account used for the acquisition and improvement of technology in the Office of the County Recorder for FY 2015/16. Recorder. (All Commission Districts.)

15-0522 **5E** Approve acceptance of 2015 Department of Health and Human Services, Division of Child and Family Services, Victims of Crime Assistance (VOCA) funding [\$10,510, 20% in-kind match required, \$2,102] to be used to pay overtime, dues, travel, and training costs for the WCSO Victim Advocate, and to provide emergency housing and emergency services for victims of domestic violence, for the grant period of 7/1/15 through 6/30/16, and if approved, direct Comptroller's Office to make the necessary budget adjustments. Sheriff. (All Commission Districts.)

15-0523 **5F** Accept cash donations in the amount of [\$9,114.18] for the period of December 9, 2014, through May 31, 2014 direct the Comptroller to make the appropriate budget adjustments. Senior Services. (All Commission Districts)

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

15-0524 **5G** Authorize the Director of Social Services to accept the Fifth Amendment of the Child Welfare Initiative Agreement with Casey Family Programs in the amount of [\$45,000 (no match required)] retroactive to January 1, 2015 through December 31, 2015 for the Family Solutions Team process. Social Services. (All Commission Districts.)

15-0525 **5H1** Accept grant funding [\$25,124.18 with no County match] from the USDA Forest Service, received under the Schools and Roads-Grants to States (SRS Act) which was re-authorized by Congress and signed into law on April 16, 2015 for the benefit of public schools and roads; and direct the Comptroller's Office to make the appropriate budget adjustments. (All Commission Districts.)

15-0526 **5H2** Accept a cash donation [\$650] from Vya Soil and Water Conservation District for the Roads Division to purchase herbicide for weed abatement; and direct the Comptroller's Office to make the appropriate budget adjustments. (Commission District 5.)

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

15-0527 **5H3** Approve the re-appointment of Robert Wideman to the Washoe County Board of Adjustment, on the recommendation of the Washoe County Commission Chair, to represent Commission District 2 on the Board of Adjustment for a term beginning on July 1, 2015, and ending on June 30, 2019, or until such time as a successor is appointed. (Commission District 2.)

This item was pulled.

15-0528 **5H4** Approve a Corrective Easement-Old Mayberry Bridge Over the Truckee River to correct a legal description; and, approve a Non-Exclusive Utility Easement-Washoe County Force Main Sewer Across Old Mayberry Bridge between Washoe County and the State of Nevada for the Old Mayberry Pedestrian/Equestrian Bridge. (Commission District 1.)

15-0529 **5I1** Approve amendments totaling an increase in FY15 of[\$3,263] and FY 16 of [\$14,979] in both revenue and expense to the Environmental Protection Agency (EPA) PM 2.5 Grant Program, IO 10021; and if approved direct the Comptroller's office to make the appropriate budget adjustments. (All Commission Districts.)

15-0530 **5I2** Approve amendments totaling an [increase of \$10,491] in both revenue and expense to the FY15 ASPR Hospital Preparedness – BP2 Carry-Over Federal Grant Program, IO 11240; and if approved direct the Comptroller's Office to make the appropriate budget adjustments. (All Commission Districts.)

15-0531 **5J1** Reappoint two individuals to the Washoe County Advisory Board to Manage Wildlife, Michelle Spencer and Sean Shea, with terms to expire July 1, 2017. (All Commission Districts.)

*****NOTE:** During the Commission meeting on July 14, 2015 County Manager Slaughter made an announcement that the expiration date for these terms of appointment was in error as set forth on the June 23, 2015 agenda. He advised that the term of appointment for members of this Advisory Board are set by statute and are for a period of three (3) years. Therefore, the correct terms of office for Michelle Spencer and Sean Shea expire on July 1, 2018.

15-0532 **5J2** Certify charges, levy and direct the Treasurer to collect special assessments for fiscal year 2015/16 as requested by the State Engineer of the State Department of Conservation and Natural Resources, for Hualapai Flat Water District, San Emidio Desert District, Warm Springs Valley Groundwater and Washoe Valley Groundwater Basin and Warm Springs/Winnemucca Creek Basin, Truckee Meadows/Sun Valley Groundwater Basin, based either on special assessment amounts determined by the State Engineer for predominantly agricultural areas or via the tax rate determined by the Department of Taxation for areas in which specific assessments are not calculated by the State Engineer; approve the payment of special assessments from the General Fund for Pleasant Valley Groundwater Basin [\$5,000], Cold Springs Valley Groundwater Basin [\$3,000], Honey Lake Valley Groundwater Basin [\$2,000], Truckee Canyon Segment Groundwater Basin [\$3,000], Lake Tahoe Groundwater Basin [\$200], Spanish Springs Valley Groundwater Basin [\$3,000] and Tracy Segment Groundwater Basin [\$1,000]; approve the payment of assessments from the current available fund balance for Lemmon Valley Water District [\$15,000]; and further direct the Comptroller to pay to the Department of Conservation and Natural Resources the requested funds. (All Commission Districts.)

John Slaughter, County Manager, provided an explanation of the special assessments required by Statute and requested by the State Engineer. Chair Berkbigler said there was no increase year-over-year. Mr. Slaughter replied that was correct.

15-0533 **5J3** Approve a General Fund Contingency transfer of [\$2,000] to the Regional Permits System Fund operating budget to provide FY 2014/15 appropriation authority for investment allocation expense and direct the Comptroller to make the appropriate budget adjustments. (All Commission Districts.)

15-0534 **5J4** Recommendation to accept a 2016 Nevada State Emergency Response Commission grant for [\$28,977, no County match required], and if accepted, authorize Chairman to execute a Resolution to subgrant funds to other governments which make up the Local Emergency Planning Committee as follows: [\$1,528] to the Washoe County Sheriff's Office; [\$8,492] to the Sparks Fire Department; [\$4,486] to REMSA; [\$6,656] to the Reno-Tahoe Airport Authority; [\$3,815] to the North Lake Tahoe Fire Protection District; [\$4,000] to Washoe County Emergency Management, and authorize the County Manager, or his designee, to sign a subgrant contract with the Local Emergency Planning Committee member; and direct the Comptroller's Office to make the appropriate budget adjustments. (All Commission Districts.)

Nancy Parent, County Clerk, distributed to the Board and placed on file, the additional items for Consent Agenda Item 5J4.

In response to the call for public comment on the Consent Agenda Items listed above, Cathy Brandhorst spoke about items of concern to herself.

On motion by Commissioner Lucey, seconded by Commissioner Jung, which motion duly carried, it was ordered that the Consent Agenda Items 5A through 5J4 be approved with the exception of Agenda Item 5H3, which was pulled. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 5A through 5J4 are attached hereto and made a part of the minutes thereof.

15-0535 **AGENDA ITEM 25** Direction and possible action on recent legislation increasing the compensation of elected county officers except in certain circumstances as provided for in Senate Bill Number 482, which amends NRS 245.043 to provide 3 percent salary increases to elected county officers for Fiscal Years 2015-2016, 2016-2017, 2017-2018 and 2018-2019. Fiscal impact is estimated to be up to \$40,982.82 for Fiscal Year 2015-2016, \$42,094.05 for Fiscal Year 2016-2017, \$43,364.01 for Fiscal Year 2017-2018 and \$44,633.98 for Fiscal Year 2018-2019. Human Resources. (All Commission Districts)

Chair Berkbigler advised she would not accept a motion regarding this item, but would open it for a public hearing. She advised after further review with Legal Counsel, the increase would happen as a matter of law due to it being passed by the Legislature in such a manner that the Commission had limited authority over it.

Nancy Parent, County Clerk, distributed some e-mails to the Commissioners that were bundled together by the Manager's Office, the bulk of which she believed were from employees. A copy of the e-mails was placed on file with the Clerk. Chair Berkbigler said a number of e-mails were received by the Commissioners directly, and she wanted to put on the record that they heard from the employees and were listening to their concerns.

In response to the call for public comment, Carla Fells, Washoe County Employees Association (WCEA) Executive Director, said she would be happy to talk to the Commissioners offline about the Association's position on this issue. She stated the people who testified before the Legislature were representatives of the County's Elected Officials, even though they did not represent the Commissioners. She stated the Commissioners paid to be members of Nevada Association of Counties (NACo), and this was a NACo sponsored bill. She said the employees were reacting to what they heard at the Legislature, which was why the Commissioners were receiving e-mails from the employees.

Commissioner Hartung said he was sensitive to the employees and he understood the issue with taking pay cuts, because he nearly lost his business during the recession. He stated he would not take the 3 percent increase until all of the employees got the same increase. He reaffirmed the Board did not do this.

Commissioner Herman said her experience mirrored that of Commissioner Hartung. She stated she was in real estate and had seen no sales for two years. She stated she planned on opting out from taking the 3 percent increase.

BLOCK VOTE – AGENDA ITEMS 7 THROUGH 24

In response to the call for public comment for the agenda items in the Block Vote, Cathy Brandhorst discussed issues of concern to herself.

15-0536 **AGENDA ITEM 7** Discussion and possible action to either: (1) Affirm the Board's prior decision of June 14, 2011, that approved Master Plan Amendment (MPA) 10-002 to remove the commercial cap in the Spanish Springs Area Plan, and direct staff to send the amendment to the Truckee Meadows Regional Planning Commission for the required conformance review; or (2) Direct staff to start over and initiate a new amendment to the Washoe County Master Plan to remove the commercial cap in the Spanish Springs Area Plan. Community Services. (All Commission Districts.)

Commissioner Hartung said he had been working on this item prior to being elected, and he suggested removing the cap. Bill Whitney, Planning and Development Division Director, said it was decided in 2011 that the cap in Spanish Springs was not working any longer. He said a choice had to be made to take the cap off and send it to the Regional Planning Commission or to start the Master Plan Amendment process over. He stated staff recommended taking it forward to Regional Planning, so it could be found in conformance. Commissioner Jung said she agreed with staff's recommendation.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 7 be affirmed and directed as stated in Option 1 of the staff report.

15-0537 **AGENDA ITEM 8** Possible action pursuant to NRS 278.0205 and WCC 110.814.40 to approve (1) Cancellation of development agreements pertaining to the former Eagle Canyon IV, Eagle Canyon V and Eagle Canyon VI Subdivisions (DA07-001 as amended by AC09-006, DA08-004 as amended by AC09-003, and DA08-007 as amended by AC09-005); and (2) Release of the obligations applicable to the property described in those agreements created by the ordinances adopted to effect those agreements (Ordinance numbers 1427, 1430, 1365, 1429, all recorded on September 15, 2010, and Ordinance number 1391, recorded on September 22, 2010); and (3) Signature by the Chair of a Notice of Action to Cancel Development Agreements and Release Obligation of Associated Ordinances for recording. Applicant / Property Owner: Spanish Springs Associates attn.: Jesse Haw, 550 W. Plumb Lane, Suite B #505, Reno, NV 89509 Location: Spanish Springs, north of Eagle Canyon Drive and west of Pyramid Highway Assessor's Parcel Nos: 532-020-13; 532-120-01; 532-020-17. Total Parcel Size: ±384 acres. Master Plan Category: Suburban Residential Regulatory Zone: Medium Density Suburban Area Plan: Spanish Springs Citizen Advisory Board: Spanish Springs Development Code: Article 814, Development Agreements Section/Township/Range: Generally within Sections 22, 23, 26 & 27, T 21N, R 20E, MDM. Community Services. (Commission District 4.)

There was no public comment on this item.

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

15-0538 **AGENDA ITEM 9** Recommendation to award a bid and approve the Agreement to the lowest, responsive, responsible bidder for the New Washoe City Park Rehabilitation project [staff recommends Garden Shop Nursery, Landscape Division in the amount of \$220,476]; and direct the Comptroller's Office to make the appropriate budget adjustments. Community Services. (Commission District 2.)

There was no public comment on this item.

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

15-0539 **AGENDA ITEM 10** Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Matterhorn Blvd

Improvement Project [staff recommends Granite Construction in the amount of \$1,496,496]. Community Services. (Commission District 5.)

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 10 be awarded.

15-0540 **AGENDA ITEM 11** Recommendation to approve an Agreement between Mercey Springs 152 Partners, LLC and Washoe County for a sixty (60) month term, commencing July 1, 2015 through June 30, 2020, for the continued occupancy of the North Valleys Library Branch located at 1075 North Hills Boulevard, Reno [\$136,322.40 with a 2.5% annual increase]. Community Services. (Commission District 5.)

Chair Berkbigler thanked Commissioner Hartung for his assistance in negotiating the lower price for the County. Commissioner Hartung said the agreement was for five years, because no forward motion could be achieved on another library in less than that time, and he reviewed the negotiated savings over the length of the contract. Commissioner Hartung thanked Dave Solaro, Community Services Director, for his hard work on this agreement.

Commissioner Hartung thanked Chair Berkbigler for recognizing his assistance, but if the savings every Commissioner negotiated was tallied up, the amount would be impressive.

There was no public comment on this item.

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

15-0541 **AGENDA ITEM 12** Recommendation to authorize the Assistant County Manager to renew the excess liability insurance policy with Insurance Company of the State of Pennsylvania for [\$153,456,] and pay a broker fee of [\$15,000] to Wells Fargo Insurance Services effective July 1, 2015, with funding from the Risk Management Fund. Comptroller. (All Commission Districts.)

There was no public comment on this item.

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

15-0542 **AGENDA ITEM 13** Recommendation to authorize the renewal of the Excess Workers' Compensation Insurance Policy with New York Marine and General Insurance Company for one year at a premium of [\$213,220] and the Property Insurance Policy with the Public Entity Property Insurance Program for one year

at a premium of [\$482,346], effective July 1, 2015, funding from the Risk Management Fund source. Comptroller. (All Commission Districts.)

There was no public comment on this item.

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

15-0543 **AGENDA ITEM 14** Recommendation to approve a 2015 Emergency Management Performance Grant (EMPG) from the State of Nevada, Division of Emergency Management for [\$170,877, requires a match in the amount of \$170,877], retroactively for the period of October 1, 2014 through March 31, 2016; (included in the FY15 budget, \$61,110.45, CC 155110 and \$109,766.55 by applying the salary expense of Washoe County Sheriff Search and Rescue positions); and direct the Comptroller's Office to make the appropriate budget adjustments. Manager. (All Commission Districts)

There was no public comment on this item.

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

15-0544 **AGENDA ITEM 15** Recommendation to approve Employment Agreement between Ellen G. I. Clark, M. D. and the County of Washoe to serve as Chief Medical Examiner and Coroner effective July 1, 2015 through June 30, 2016, [annual salary \$248,560.] Manager. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 15 be approved.

15-0545 **AGENDA ITEM 16** Recommendation to approve a three-year renewal agreement between the County of Washoe and Washoe Legal Services to provide for the legal representation of children in the Child Protective Services system effective July 1, 2015 through June 30, 2018 [fixed annual amount of \$226,014]. Manager. (All Commissioner Districts.)

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 16 be approved.

15-0546 **AGENDA ITEM 17** Recommendation to approve the payment from the Enhanced 911 Fund for the purchase of four (4) Harris Daily Wells Symphony Dispatch Radio Consoles in the amount of [\$161,297.40, no County match

required] for use by the Washoe County Communications Center and if approved, authorize the Comptroller's Office to make the necessary budget adjustments. Sheriff. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 17 be approved and authorized.

15-0547 **AGENDA ITEM 18** Recommendation to approve the Forensic Support Services Agreements between Washoe County on behalf of Washoe County Sheriff's Office and various Local Law Enforcement Agencies: Board of Regents of the Nevada System of Higher Education [\$15,107]; Carlin PD [\$7,365]; Carson SO [\$88,379]; Churchill Co SO [\$23,498]; Douglas Co SO [\$75,753]; Elko PD [\$56,815]; Elko Co SO [\$56,114]; Eureka Co SO [\$3,000]; Lander Co SO [\$7,014]; Lyon Co SO [\$74,350]; Mineral Co SO [\$1,754]; Pershing Co SO [\$5,935]; Walker River Tribal PD [\$3,000]; Washoe County School PD [\$21,043]; West Wendover PD [\$19,424]; Western Shoshone Tribal PD [\$3,237]; Winnemucca PD [\$37,229]; Yerington PD [\$3,000] for Forensic Laboratory Analysis Service fees for the term of July 1, 2015 to June 30, 2016 with an income of [\$502,017]. Sheriff. (All Commission Districts.)

Commissioner Hartung said he did not see the Cities of Reno and Sparks included as a part of this item. Renee Ismari, Forensic Science Division Director, said the City of Reno had a trade for services agreement and the City of Sparks was in the second year of a two-year agreement. She advised four other agreements just came in and would come before the Board soon.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 18 be approved. The Forensic Support Services Agreements for same are attached hereto and made a part of the minutes thereof.

15-0548 **AGENDA ITEM 19** Recommendation to approve a one-year support grant agreement in the amount of [\$636,336] with the nonprofit, Catholic Charities of Northern Nevada, from July 1, 2015 to June 30, 2016 in support of the senior nutrition program, including congregate and Meals on Wheels services, in order to implement national best practices and leverage the capacity of a non-profit nutrition services agency and approve necessary resolution for same. Senior Services. (All Commission Districts)

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 19 be approved. The Resolution for same are attached hereto and made a part of the minutes thereof.

15-0549 **AGENDA ITEM 20** Recommendation to approve the sole source purchase of a P25 phase 2 simulcast radio system solution as recommended by the 800 MHz Joint Operating Committee on June 19, 2015 from Harris Corporation to address the radio system coverage problems in the Red Rock/Rancho Haven area as well as continue the transition to a new digital radio system in an amount not to exceed [\$850,000]. Technology Services. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 20 be approved.

15-0550 **AGENDA ITEM 21** Recommendation to approve an Intrastate Interlocal Contract between Public Agencies, a contract between the State of Nevada acting by and through its Department of Health and Human Services Division of Public and Behavioral Health Lake's Crossing Center and Washoe County for professional services to conduct mental health evaluations of defendants; effective July 1, 2015 to June 30, 2017, [not to exceed \$508,700 for biennium, \$254,350 annually]. Manager (All Commission Districts)

Paul Lipparelli, Legal Counsel, said the second paragraph on page 2 of the attachment to the contract, Scope of Work, under the State's Responsibilities, the term "as time allows" should be replaced with "in conformance with court ordered deadlines." He stated he reviewed the change with Kevin Schiller, Assistant County Manager, who worked with the State on this contract and was confident the State would accept the change. He said to alleviate problems with timeliness for some of the evaluations, changing the language to comply with the court ordered deadlines would help the parties involved. Commissioner Jung said she accepted that change to her motion, and the seconder agreed.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 21 be approved as amended. The Intrastate Interlocal Contract for same are attached hereto and made a part of the minutes thereof.

15-0551 **AGENDA ITEM 22** Discussion and possible action to appoint one member of the Board of County Commissioners to serve on the Reno Sparks Visitors and Convention Authority Board of Directors, term effective July 1, 2015 as required by changes made as a result of Senate Bill 480 of the 2015 Nevada Legislative Session. Manager. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 22 be approved with the appointment of Commissioner Lucey.

15-0552 **AGENDA ITEM 23** Discussion and possible action to appoint one member of the Board of County Commissioners to serve on the Public Schools Overcrowding and Repair Needs Committee (term effective upon appointment), as required by Senate Bill 411 of the 2015 Nevada Legislative Session. Manager. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 23 be approved with the appointment of Chair Berkbigler.

15-0553 **AGENDA ITEM 24** Recommendation to approve a 45-day extension of existing Collective Bargaining Agreements beyond the current June 30, 2015 expiration date to August 14, 2015 in response to SB 241 of the 2015 legislative session as it affects NRS 288. Human Resources. (All Commission Districts.)

Nancy Parent, County Clerk, advised comments regarding Agenda Item 24 were distributed to the Board and placed on file with the Clerk.

In response to the call for public comment, Carla Fells, Washoe County Employees Association (WCEA) Executive Director, commended Human Resources for putting Agenda Item 24 on the agenda, and the Board for the not handling the extension of the collective bargaining agreements the way their counterparts in Southern Nevada had been doing. She stated Commissioner Jung brought up the Cadillac insurance plans the employees had voted on. She said several years ago, the employees and the Commissioners asked the County to look at expanding the choice of the broker that did the health insurance plans. She stated Commissioner Larkin requested the insurance broker look for other alternatives, which included looking at a cafeteria plan. She stated the County continued to use the same broker. She advised the employees could only vote on what was brought to the Association from management through that broker. She said the vote to increase the payment for the employees was to alleviate some of the lower-paid employees from going into bankruptcy due to them not being able to afford the high deductible. She said some employees went to the high-deductible plan because they could not afford the monthly payments, but the lower-paid employees could not afford to do that. She advised one catastrophic illness or hospital visit could send them into medical bankruptcy, which happened to four employees since the downturn in the economy. She said they had the Cadillac plan, but did not make enough money to pay for the one time a child had to go into the hospital or for a spouse's major illness. She stated the health plan had not been changed, and the vote had been for the same health plan they always had, but the cost had gone up. She said the broker never brought anything else to choose from, and she implored the County to look at other brokers.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 24 be approved.

15-0554 **AGENDA ITEM 6** Appearance: Kimberly Robinson, Executive Director, Truckee Meadows Regional Planning Agency. William H. Whitney, Division Director, Planning and Development. Presentation on the work program for the Truckee Meadows Regional Planning Agency; and approve the payment of \$205,162, paid in quarterly installments, as Washoe County's share in annual funding for the Truckee Meadows Regional Planning Agency to cover the fiscal year from July 1, 2015, through June 30, 2016. Community Services. (All Commission Districts.)

Bill Whitney, Planning and Development Division Director, said the County's portion of the funding for the Truckee Meadows Regional Planning Agency's (TMRPA's) budget was put on the Board's agenda every year for approval, and a copy of the TMRPA budget was contained in the Board's packets. He stated additionally, Kim Robinson, TMRPA Executive Director, was invited to provide an overview of the TMRPA.

Ms. Robinson conducted a PowerPoint presentation regarding the TMRPA's budget, which highlighted the creation of Regional Planning, the contents of the Regional Plan, how the Regional Plan was done, harnessing our data, collaboration, the RTC Shared Services Program, accounting of land use within the South Truckee Meadows Treatment Facility Service Area, products of regional benefit, Tentative Maps and planned developments - November 2014, achievements, Fiscal Year 2015-16 Work Program, budget highlights, Residential Housing Study, jurisdictional allocations, and the final budget. A copy of the presentation was placed on file with the Clerk.

Commissioner Lucey said he was a member of the TMRPA's Governing Board, and he advised he had been looking for more substantial information regarding the budget. He stated he made it very clear that he had problems with Regional Planning and the framework it lied within. He felt the makeup of the Regional Planning Governing Board (RPGB) was ineffective, because certain entities had more power than others. He said of the 10 members, four were from the Reno City Council, three were from the Sparks City Council, and three were from the County Commission. He stated all of the citizens of the cities were also citizens of Washoe County, so seven members of the RPGB represented the City of Reno and six represented the City of Sparks, while only three members represented the unincorporated area of the County. He felt there was not a lot of ease for developing plans and projects for economic development within the County, and the County had to horse-trade with the other entities to get projects through, which was ineffective and upsetting to him. He said he wanted to work with staff to hopefully correct a lot of the issues, and he recommended having a discussion about the issues and withholding the County's payment and approval of the budget until the County's issues could be rectified.

Commissioner Jung asked how much each entity paid the TMRPA. Ms. Robinson said the City of Reno's portion was a little over \$273,000 and the City of Sparks and Washoe

County paid a little over \$205,000. Commissioner Jung stated she supported what Commissioner Lucey said because she felt there were too many silos in the community collecting tax dollars that had Executive Directors making over six figures, while managing relatively small budgets. She felt the Truckee Meadows Water Authority (TMWA), the Regional Transportation Commission (RTC), and the RRGB should all come under one municipality, because they were all fiefdoms that were good for one and terrible for the many. She stated she supported withholding the payment until some of the equity issues were addressed. She said she was not pleased the RRGB Director said this Board voted incorrectly regarding the Village of the Peak. She stated staff also got reigned in on that for not carrying what this Board asked them to carry to the RRGB and that a member of this Board, who was the sole no vote, convinced the RRGB to overturn what this Board did, which she had a real problem with.

Commissioner Jung asked if the TMRPA had taken a position on banning the future construction of swimming pools and water features due to the severe drought. Ms. Robinson said the RRGB had not had that conversation. Commissioner Jung felt responsible regional planning would include managing a precious asset such as water. She said she would like to see that happen. Ms. Robinson said they would be happy to put that on an agenda. She advised there was also a Western Regional Water Management Plan managed by the Western Regional Water Commission (WRWC), and it might be appropriate to bring them into that conversation also. Commissioner Jung asked if they approved the developments of a regional significance. Ms. Robinson replied they did not. She said the TMRPA approved the developments having regional significance and currently there was not an item regarding swimming pools and water features.

Commissioner Hartung said he did not convince the rest of the RRGB how to vote. He reminded everyone that the Commissioners were elected by the people and not by a board. He said he had a fiduciary responsibility to the people who elected him.

Commissioner Hartung asked if the Board had the ability to stop the payment, which was set forth in the Nevada Revised Statutes (NRS). Paul Lipparelli, Legal Counsel, stated the regional planning statutes that created the regional planning entity and the corresponding boards, provided that the TMRPA “shall” request assistance from the governing body of the County and the Cities. He said the statute did not indicate what would happen if the County and the Cities refused to provide that assistance, but it was clear the Legislature intended the TMRPA to be supported by the Cities and the County, and the Interlocal Agreement was the vehicle by which the Cities and County provided that support. He stated if the Board wanted to pull out of the Interlocal, it would have to give notice under the Interlocal Agreement to terminate the County’s participation in it; however, the statute remained in force that allowed Regional Planning to ask for assistance. He believed pulling out of the Interlocal Agreement would cause Regional Planning to send a request to the County for assistance, which was clearly what the statute contemplated. He said it could be done, but he was not sure in the end it would accomplish anything legally significant. Chair Berkbigler asked what would happen if the Board did not approve the budget. Mr. Lipparelli said he would have to get back to the Board on the statutory basis for the budget approval.

Chair Berkbigler said she appreciated everything Ms. Robinson did, and the TMRPA had done some positive things and was extremely important in its time, but times changed. She stated it was clear in the presentation that collaboration between the governments was important, but that was not happening. She said this Board was routinely asked to support the other entities issues, but when the County's issues came before Regional Planning there were restrictions in place that did not allow the County to grow. She stated her position was the County was not an entity that existed just to serve the Cities and the County had a fiduciary responsibility to grow, because a lot of people preferred to live in the unincorporated portions of the County. She asked that the Regional Planning structure be looked at and the renewal of the Interlocal Agreement in 2017 be looked at to improve the issues this County was dealing with.

Chair Berkbigler said she agreed with Commissioner Lucey's concerns and was not comfortable enough with the budget presentation to support it.

Commissioner Lucey asked what role the TMRPA played in annexation. Ms. Robinson said annexation could occur by the Regional Planning Commission sitting as the Annexation Commission. Commissioner Lucey said tremendous annexation had been seen in previous years, which created islands and a multitude of things that were never contiguous. He stated that concerned him, because it seemed like the Cities could pick and choose which pieces of properties they wanted to annex and, due to the representation on the Board, the County could not stop that from happening. He stated that was upsetting for the Commissioners and their constituents and was something that should also be addressed.

Commissioner Lucey made a motion to not accept the TMRPA's budget and to withhold the County's payment until there could be further discussion on the issues. Commissioner Jung seconded the motion.

Commissioner Jung asked if the RPGB required, during its review of annexations, that the City reimburse the Fire Protection District or be required to build and staff fire stations. Ms. Robinson advised there were some very strong statutes that identified when annexation could occur, and the Annexation Commission's participation did not speak to specific services. She said she would have to research what historically happened. Commissioner Jung felt this was something the County needed to carry as a bill during the next Legislative Session, and it should be determined if Regional Planning was kept or not and, if it was kept, what did the County need in return, especially regarding annexation and the loss of revenue to the fire district and the loss of service to the area. She believed the taxpayers were getting a raw deal regarding fire and many other services.

Commissioner Herman believed more research should be done on this issue, because some legal advice was needed. She felt Regional Planning was getting the blame for things done by this Commission. Chair Berkbigler said it was a valid point that Regional Planning was the target for some of the Board's frustrations and perhaps they did not belong with Regional Planning.

Chair Berkbigler said one example she had concerns about was the Harris Ranch development. She stated the roads that would be impacted in her District were windy two-lane

roads but, even though the development would drastically impact her constituents, they had no say in what happened there and they would be very unhappy about the traffic problem that would be created. She stated the way Regional Planning was structured, it benefited the Cities and not the County. She said just because there would be a traffic problem did not mean the development should not have been approved, but it did mean Regional Planning should look at the traffic issue and require it be addressed, which her research indicated had not happened. She said that was one example of where the City was getting preference over the County and there were several others that could be brought up. She said when the Calle De La Platta development was being worked on, there were constant questions about the sewer, water, and school problems. She stated she had not seen those types of questions brought up about the City of Reno's project. She felt what the City of Reno did was the right thing to do, but she felt Regional Planning's responsibility was to look at those types of issues for every single project, not just those located in the unincorporated County.

Commissioner Hartung said the way the system was set up, he was not sure Regional Planning was the appropriate party to deal with the roads, which should be handled by the Regional Road Impact Fee (RRIF) that each developer would pay and/or build the proper infrastructure to mitigate their impact. He stated RRIF fees should have been charged to mitigate the impact of the project. Chair Berkbigler said she understood, but it would not help the traffic increase on the rural roads in the surrounding area. She stated traffic and fire would be serious issues. She said the only fire station close to the development would be a Truckee Meadows Fire Protection District (TMFPD) fire station, but the project belonged to the City of Reno. She stated a project needed to be looked at from every perspective to have a truly collaborative regional community, and not just the projects being built in the County. She said smaller developers wanted to build in the County, but they had an inability to get a project through Regional Planning. She stated there was no value for the County to be a member of a governing board if there was not the ability for the County to get a project through it.

Chair Berkbigler asked the maker of the motion to provide direction on what he would like Regional Planning to do so the Board could approve the budget.

Commissioner Lucey amended the motion to clarify that the Board's framework and representation should be addressed going forward into the renegotiation of the agreement up for renewal in 2017. He said he also wanted to look into how Clark County and some of the other entities in the area did it. He stated Clark County had a board that made recommendations, while the local board had the ability to veto an item. He felt having a recommendation type of board would have more responsibility falling on Ms. Robinson's shoulders, who could ensure every entity had a fair share in every project brought to the area, could focus on how economic development was approached in the area, and how Regional Planning affected that development within the County and the Cities. He said until those issues were addressed, he recommended withholding the Board's approval of the budget. Commissioner Jung agreed.

Ms. Robinson clarified in terms of the motion, she heard the term Interlocal, which was previously talked about in terms of the funding piece, and there was discussion about the update in 2017, which was the Regional Plan update.

There was no public comment on this item.

On the call for the question, the amended motion passed 3-2 with Commissioners Hartung and Herman opposed.

Ms. Robinson thanked the Board for the opportunity to have this discussion. She said the TMRPA was committed to collaboration and having more of these types of conversations.

15-0555 **AGENDA ITEM 29** 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.

11:50 a.m. The Board recessed.

3:00 p.m. The Board reconvened with all members present.

15-0556 **AGENDA ITEM 26** Public hearing and possible approval of an Outdoor Festival business license application (pursuant to Washoe County Code chapter 25 and related provisions) and associated License Conditions for the Barracuda Championship 2015 golf tournament, scheduled to be held from August 3 through August 9, 2015 at the Montreux Golf and Country Club. Event set-up is proposed to begin on June 30, 2015, and event takedown and dismantle is proposed to end on August 21, 2015. Tournament parking is proposed at the clubhouse and on Lausanne Drive, with off-site public parking at Galena High School and off-site volunteer parking at the UNR Redfield Campus. If approved, authorize set-up for the tournament to commence on June 30, 2015 and further authorize the Director of the Planning & Development Division, Community Services Department to issue the license when all pre-event conditions have been met. Community Services. (Commission District 2.)

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of an Outdoor Festival business license application. There being no response, the hearing was closed.

On motion by Commissioner Lucey, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 26 be approved and authorized.

15-0557 **AGENDA ITEM 27** Public Hearing for the second reading and possible adoption of an ordinance amending the Washoe County Code at Chapter 110 (Development Code) Article 106, Master Plan Categories and Regulatory Zones at Section 110.106.15, Regulatory Zones, to repeal and replace paragraph (u) with new language re-defining the Specific Plan Regulatory Zone, to amend Table 110.302.05.4 governing industrial land use types to define which industrial use

types are permitted in the Specific Plan Regulatory Zone, and to add Article 442, Specific Plan Standards and Procedures, to provide criteria and procedures for rezoning to the Specific Plan Regulatory Zone, tentative approval, final approval, recording, enforcement and amendment of Specific Plans, consistent with NRS 278A Planned Development. Recommendations include other matters properly relating thereto. (Bill No. 1744) Community Services. (All Commission Districts.)

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

Nancy Parent, County Clerk, read the title for Ordinance No. 1561, Bill No. 1744.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, Chair Berkbigler ordered that Ordinance No. 1561, Bill No. 1744, be adopted, approved and published in accordance with NRS 244.100.

15-0558 **AGENDA ITEM 28** Second reading and adoption of an ordinance amending Washoe County Code Chapter 55 by creating provisions regulating commercial breeders (through a commercial breeding permit) and adding related definitions; and also amending Washoe County Code Chapter 25 by adding the definitions of “breeder” and “commercial breeder”, making changes to the definitions of “breeding” and “litter”, and specifying that commercial breeders must first obtain a commercial breeding permit from regional animal services before receiving the required business license, and all other matters properly relating thereto; and, to be effective December 9, 2015. (Bill No. 1742) Animal Services. (All Commission Districts.)

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

Nancy Parent, County Clerk, read the title for Ordinance No. 1562, Bill No. 1742.

Commissioner Herman said she was concerned this animal ordinance still seemed to be fairly restrictive.

On motion by Commissioner Lucey, seconded by Commissioner Jung, which motion duly carried, Chair Berkbigler ordered that Ordinance No. 1562, Bill No. 1742, be adopted, approved and published in accordance with NRS 244.100.

15-0559 **AGENDA ITEM 31** Public Comment.

There was no response to the call for public comment.

* * * * *

1:45 p.m. There being no further business to discuss, on motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, the meeting was adjourned.

MARSHA BERKBIGLER, Chair
Washoe County Commission

ATTEST:

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

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

**RESOLUTION ON SUBGRANTS OF
STATE EMERGENCY RESPONSE COMMISSION GRANT**

WHEREAS, Washoe County is a member of the Local Emergency Planning Committee (LEPC) and has been awarded a grant from the State Emergency Response Commission (SERC) in the amount of \$28,977.00 in support of local hazardous materials emergency response plans; and

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

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

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

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

Washoe County Emergency Mgt.	\$4,000.00	LEPC Operations
Sparks Fire Dept.	\$8,492.00	Powder Key Dry Chemical Fire Extinguishment System
Washoe County Sheriff's Ofc.	\$1,528.00	Accessories for Drager Gas Detector
REMSA	\$4,486.00	Duo Dote Auto Injector's
Reno-Tahoe Airport Authority	\$6,656.00	SCBA's & Hazmat Suits
North Lake Tahoe Fire Protection District	\$3,815.00	Onboard Charging & Calibration Equipment

ADOPTED this 23rd day of June, 2015.

ATTEST


 Washoe County Clerk


 Marsha Berkbigler, Chairman
 Washoe County Commission

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
CITY OF CARLIN ON BEHALF OF
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 **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 2015/2016 USER shall pay to WASHOE a fee of \$7,365, 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 compensate Washoe County for work performed during the contract period. Fees for services are 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, 2015 and terminate as of June 30, 2016.

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

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

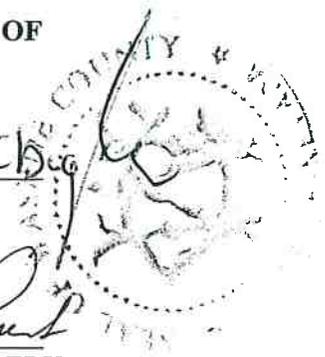
DATE: 4/21/15

BY: Chud Aller
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/23/15

BY: Mandy Berkbig
CHAIRMAN



DATE: 6/23/15

ATTEST: Darcy L. Paul
WASHOE COUNTY CLERK

USER

DATE: 5/1/15

BY: Dennis Fales

**Exhibit B
FY 15/16**

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

Controlled Substances (Goal for average turnaround time within 90 days)

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to 5 separate items can be submitted per case.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ When 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.
 - ✓ Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - ✓ Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - ✓ Pharmaceutical preparations (tablets or capsules)
 - Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-the-counter preparations.

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.

- Controlled Substances services NOT included, or restricted.
 - Quantitative or purity analysis
 - Analysis of the contents of syringes; unless extenuating circumstances exist as approved by the Laboratory Director
 - Analysis of non-controlled substances as poisons, clandestine laboratories chemicals, and various cutting agents.
 - Clandestine lab testimony

Shoeprint and Tire Track Comparison (Goal for average turnaround time within 90 days)

Firearms/Toolmark Examinations (Cases going to court and those needed for investigative purposes are being prioritized. After those, cases are being worked in reverse order (newest first))

- Distance determination
- Comparative analysis (bullets, cartridge cases, toolmarks etc.)
- Weapon function test

- Serial number restoration

Latent Print Processing (Goal for average turnaround time within 90 days)

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value

Latent Print Comparison (Goal for average turnaround time within 30 days)

- Evaluation of submitted prints- determination of value
- WIN/ABIS (Western Identification Network/Automated Biometric Identification System)
- Known subject comparison

Primary Examination (Goal for average turnaround time within 90 days)

- 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 (Goal for average turnaround time crimes v persons within 90 days)

- 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

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

Crime Scene Investigation (24/7 Response; Goal for average time for evidence to be booked in is 10 days and release of scene reports is 30 days)

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

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

- DNA analysis on skeletal remains, weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny.
- Trace evidence analysis: fibers, glass, paint, hair, chemical unknowns, physical match and explosive materials
- Arson (Ignitable Liquids)
- Latent print processing or DNA analysis of fired cartridge casings.
- Document examination such as handwriting comparisons
- Consultation on casework performed by other laboratories
- Casework or testimony on civil matters

Incomplete Case Submissions:

Examination requests that are missing information may be held for up to 30 days awaiting complete information. If the information is not received, the examination will be cancelled, no report will be issued, and the evidence will be returned to the submitting agency.

Note: The following services are provided by the Forensic Science Division but are not included as part of this contract as they are funded by other means.

- The Breath Alcohol Program is funded by the State.
- 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.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (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
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 2015/2016 USER shall pay to WASHOE a fee of \$56,114, 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 compensate Washoe County for work performed during the contract period. Fees for services are 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, 2015 and terminate as of June 30, 2016.

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

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

DATE: 4/21/15

BY: Chuck Allen
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/23/15

BY: Maude Barkley
CHAIRMAN

DATE: 6/23/15

ATTEST: Dancy L. Paet
WASHOE COUNTY CLERK



USER

DATE: 4/29/15 BY:

James Pett

Exhibit A
FY 15/16

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances (Goal for average turnaround time within 90 days)

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - Up to 5 separate items can be submitted per case.
 - Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When 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.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - ♦ Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - ♦ Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-the-counter preparations.

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.

- Controlled Substances services NOT included, or restricted.
 - Quantitative or purity analysis
 - Analysis of the contents of syringes; unless extenuating circumstances exist as approved by the Laboratory Director
 - Analysis of non-controlled substances as poisons, clandestine laboratories chemicals, and various cutting agents.
 - Clandestine lab testimony

Shoeprint and Tire track Comparison (Goal for average turnaround time within 90 days)

Firearms/Toolmark Examinations (Cases going to court and those needed for investigative purposes are being prioritized. After those, cases are being worked in reverse order (newest first))

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

Crime Scene Investigation (24/7 Response; Goal for average time for evidence to be booked in is 10 days and release of scene reports is 30 days)

- 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 (Goal for average turnaround time within 90 days)

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value

Latent Print Comparison (Goal for average turnaround time within 30 days)

- Evaluation of submitted prints- determination of value
- WIN/ABIS (Western Identification Network/Automated Biometric Identification System)
- Known subject comparison

Photo Laboratory Services (Goal for average turnaround time within 14 days)

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

Primary Examination (Goal for average turnaround time within 90 days)

- 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 (Goal for average turnaround time crimes v persons within 90 days)

- 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 skeletal remains, weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny.
- Trace evidence analysis: fibers, glass, paint, hair, chemical unknowns, physical match and explosive materials
- Arson (Ignitable Liquids)
- Latent print processing or DNA analysis of fired cartridge casings.
- Document examination such as handwriting comparisons
- Consultation on casework performed by other laboratories
- Casework or testimony on civil matters

Incomplete Case Submissions:

Examination requests that are missing information may be held for up to 30 days awaiting complete information. If the information is not received, the examination will be cancelled, no report will be issued, and the evidence will be returned to the submitting agency.

Note: The following services are provided by the Forensic Science Division but are not included as part of this contract as they are funded by other means.

- The Breath Alcohol Program is funded by the State.
- 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.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.

- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (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 BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER
EDUCATION ON BEHALF OF
THE UNIVERSITY OF NEVADA, RENO POLICE SERVICES AND THE
TRUCKEE MEADOWS COMMUNITY COLLEGE POLICE DEPARTMENT

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

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2015/2016 USER shall pay to WASHOE a fee of **\$15,107**, 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 compensate Washoe County for work performed during the contract period. Fees for services are 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, 2015 and terminate as of June 30, 2016.

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

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

DATE: 4/21/15

BY: Chad Alla
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/23/15

BY: Maisha Berkley
CHAIRMAN

DATE: 6/23/15

ATTEST: Nancy L. Paret
WASHOE COUNTY CLERK



DATE: 5-19-15

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

DATE: 5-6-2015

BY: R. F.
TRUCKEE MEADOWS COMMUNITY COLLEGE POLICE DEPARTMENT

Exhibit A
FY 15/16

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances (Goal for average turnaround time within 90 days)

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - Up to 5 separate items can be submitted per case.
 - Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When 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.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - ♦ Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - ♦ Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-the-counter preparations.

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.

- Controlled Substances services NOT included, or restricted.
 - Quantitative or purity analysis
 - Analysis of the contents of syringes; unless extenuating circumstances exist as approved by the Laboratory Director
 - Analysis of non-controlled substances as poisons, clandestine laboratories chemicals, and various cutting agents.
 - Clandestine lab testimony

Shoeprint and Tire track Comparison (Goal for average turnaround time within 90 days)

Firearms/Toolmark Examinations (Cases going to court and those needed for investigative purposes are being prioritized. After those, cases are being worked in reverse order (newest first))

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

Crime Scene Investigation (24/7 Response; Goal for average time for evidence to be booked in is 10 days and release of scene reports is 30 days)

- 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 (Goal for average turnaround time within 90 days)

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value

Latent Print Comparison (Goal for average turnaround time within 30 days)

- Evaluation of submitted prints- determination of value
- WIN/ABIS (Western Identification Network/Automated Biometric Identification System)
- Known subject comparison

Photo Laboratory Services (Goal for average turnaround time within 14 days)

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

Primary Examination (Goal for average turnaround time within 90 days)

- 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 (Goal for average turnaround time crimes v persons within 90 days)

- 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 skeletal remains, weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny.
- Trace evidence analysis: fibers, glass, paint, hair, chemical unknowns, physical match and explosive materials
- Arson (Ignitable Liquids)
- Latent print processing or DNA analysis of fired cartridge casings.
- Document examination such as handwriting comparisons
- Consultation on casework performed by other laboratories
- Casework or testimony on civil matters

Incomplete Case Submissions:

Examination requests that are missing information may be held for up to 30 days awaiting complete information. If the information is not received, the examination will be cancelled, no report will be issued, and the evidence will be returned to the submitting agency.

Note: The following services are provided by the Forensic Science Division but are not included as part of this contract as they are funded by other means.

- The Breath Alcohol Program is funded by the State.
- 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.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.

- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is included for all agencies. This is not a service that is charged for.

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

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

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

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 2015/2016 USER shall pay to WASHOE a fee of **\$88,379**, 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 compensate Washoe County for work performed during the contract period. Fees for services are 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, 2015 and terminate as of June 30, 2016.

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

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

DATE: 4/21/15

BY: Chuck Allen
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/23/15

BY: Marilyn Beckwith
CHAIRMAN

DATE: 6/23/15

ATTEST: Nancy L. Paul
WASHOE COUNTY CLERK

USER

DATE: 4/27/15

BY: Ken Eustorg, Sheriff

Exhibit B
FY 15/16

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

Controlled Substances (Goal for average turnaround time within 90 days)

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to 5 separate items can be submitted per case.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ When 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.
 - ✓ Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - ✓ Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - ✓ Pharmaceutical preparations (tablets or capsules)
 - Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-the-counter preparations.

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.

- Controlled Substances services NOT included, or restricted.
 - Quantitative or purity analysis
 - Analysis of the contents of syringes; unless extenuating circumstances exist as approved by the Laboratory Director
 - Analysis of non-controlled substances as poisons, clandestine laboratories chemicals, and various cutting agents.
 - Clandestine lab testimony

Shoeprint and Tire Track Comparison (Goal for average turnaround time within 90 days)

Firearms/Toolmark Examinations (Cases going to court and those needed for investigative purposes are being prioritized. After those, cases are being worked in reverse order (newest first))

- Distance determination
- Comparative analysis (bullets, cartridge cases, toolmarks etc.)
- Weapon function test

- Serial number restoration

Latent Print Processing (Goal for average turnaround time within 90 days)

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value

Latent Print Comparison (Goal for average turnaround time within 30 days)

- Evaluation of submitted prints- determination of value
- WIN/ABIS (Western Identification Network/Automated Biometric Identification System)
- Known subject comparison

Primary Examination (Goal for average turnaround time within 90 days)

- 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 (Goal for average turnaround time crimes v persons within 90 days)

- 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

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

Crime Scene Investigation (24/7 Response; Goal for average time for evidence to be booked in is 10 days and release of scene reports is 30 days)

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

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

- DNA analysis on skeletal remains, weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny.
- Trace evidence analysis: fibers, glass, paint, hair, chemical unknowns, physical match and explosive materials
- Arson (Ignitable Liquids)
- Latent print processing or DNA analysis of fired cartridge casings.
- Document examination such as handwriting comparisons
- Consultation on casework performed by other laboratories
- Casework or testimony on civil matters

Incomplete Case Submissions:

Examination requests that are missing information may be held for up to 30 days awaiting complete information. If the information is not received, the examination will be cancelled, no report will be issued, and the evidence will be returned to the submitting agency.

Note: The following services are provided by the Forensic Science Division but are not included as part of this contract as they are funded by other means.

- The Breath Alcohol Program is funded by the State.
- 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.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (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
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 2015/2016 USER shall pay to WASHOE a fee of **\$23,498**, 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 compensate Washoe County for work performed during the contract period. Fees for services are 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, 2015 and terminate as of June 30, 2016.

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

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

DATE: 4/21/15

BY: Chad Allen
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 6/23/15

BY: Mark Berthoff
CHAIRMAN

DATE: 6/23/15

ATTEST: Lancy L. Parv
WASHOE COUNTY CLERK



USER

DATE: 04/27/2015

BY: Benjamin [Signature]

Exhibit B
FY 15/16

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

Controlled Substances (Goal for average turnaround time within 90 days)

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to 5 separate items can be submitted per case.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ When 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.
 - ✓ Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - ✓ Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - ✓ Pharmaceutical preparations (tablets or capsules)
 - Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-the-counter preparations.

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.

- Controlled Substances services NOT included, or restricted.
 - Quantitative or purity analysis
 - Analysis of the contents of syringes; unless extenuating circumstances exist as approved by the Laboratory Director
 - Analysis of non-controlled substances as poisons, clandestine laboratories chemicals, and various cutting agents.
 - Clandestine lab testimony

Shoeprint and Tire Track Comparison (Goal for average turnaround time within 90 days)

Firearms/Toolmark Examinations (Cases going to court and those needed for investigative purposes are being prioritized. After those, cases are being worked in reverse order (newest first))

- Distance determination
- Comparative analysis (bullets, cartridge cases, toolmarks etc.)
- Weapon function test

- Serial number restoration

Latent Print Processing (Goal for average turnaround time within 90 days)

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value

Latent Print Comparison (Goal for average turnaround time within 30 days)

- Evaluation of submitted prints- determination of value
- WIN/ABIS (Western Identification Network/Automated Biometric Identification System)
- Known subject comparison

Primary Examination (Goal for average turnaround time within 90 days)

- 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 (Goal for average turnaround time crimes v persons within 90 days)

- 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

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

Crime Scene Investigation (24/7 Response; Goal for average time for evidence to be booked in is 10 days and release of scene reports is 30 days)

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

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

- DNA analysis on skeletal remains, weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny.
- Trace evidence analysis: fibers, glass, paint, hair, chemical unknowns, physical match and explosive materials
- Arson (Ignitable Liquids)
- Latent print processing or DNA analysis of fired cartridge casings.
- Document examination such as handwriting comparisons
- Consultation on casework performed by other laboratories
- Casework or testimony on civil matters

Incomplete Case Submissions:

Examination requests that are missing information may be held for up to 30 days awaiting complete information. If the information is not received, the examination will be cancelled, no report will be issued, and the evidence will be returned to the submitting agency.

Note: The following services are provided by the Forensic Science Division but are not included as part of this contract as they are funded by other means.

- The Breath Alcohol Program is funded by the State.
- 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.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (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
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 2015/2016 USER shall pay to WASHOE a fee of **\$75,753**, 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 compensate Washoe County for work performed during the contract period. Fees for services are 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, 2015 and terminate as of June 30, 2016.

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

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

DATE: 4/21/15

BY: *Cheryl Allen*
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/23/15

BY: *Marka Bertoglio*
CHAIRMAN

DATE: 6/23/15

ATTEST: *Nancy L. Parrott*
WASHOE COUNTY CLERK



USER

DATE: 5-5-15

BY: *[Signature]*

Exhibit B
FY 15/16

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

Controlled Substances (Goal for average turnaround time within 90 days)

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to 5 separate items can be submitted per case.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ When 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.
 - ✓ Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - ✓ Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - ✓ Pharmaceutical preparations (tablets or capsules)
 - Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-the-counter preparations.

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.

- Controlled Substances services NOT included, or restricted.
 - Quantitative or purity analysis
 - Analysis of the contents of syringes; unless extenuating circumstances exist as approved by the Laboratory Director
 - Analysis of non-controlled substances as poisons, clandestine laboratories chemicals, and various cutting agents.
 - Clandestine lab testimony

Shoeprint and Tire Track Comparison (Goal for average turnaround time within 90 days)

Firearms/Toolmark Examinations (Cases going to court and those needed for investigative purposes are being prioritized. After those, cases are being worked in reverse order (newest first))

- Distance determination
- Comparative analysis (bullets, cartridge cases, toolmarks etc.)
- Weapon function test

- Serial number restoration

Latent Print Processing (Goal for average turnaround time within 90 days)

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value

Latent Print Comparison (Goal for average turnaround time within 30 days)

- Evaluation of submitted prints- determination of value
- WIN/ABIS (Western Identification Network/Automated Biometric Identification System)
- Known subject comparison

Primary Examination (Goal for average turnaround time within 90 days)

- 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 (Goal for average turnaround time crimes v persons within 90 days)

- 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

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

Crime Scene Investigation (24/7 Response; Goal for average time for evidence to be booked in is 10 days and release of scene reports is 30 days)

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

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

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- Trace evidence analysis: fibers, glass, paint, hair, chemical unknowns, physical match and explosive materials
- Arson (Ignitable Liquids)
- Latent print processing or DNA analysis of fired cartridge casings.
- Document examination such as handwriting comparisons
- Consultation on casework performed by other laboratories
- Casework or testimony on civil matters

Incomplete Case Submissions:

Examination requests that are missing information may be held for up to 30 days awaiting complete information. If the information is not received, the examination will be cancelled, no report will be issued, and the evidence will be returned to the submitting agency.

Note: The following services are provided by the Forensic Science Division but are not included as part of this contract as they are funded by other means.

- The Breath Alcohol Program is funded by the State.
- 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.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (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 ELKO ON BEHALF OF
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 **CITY OF ELKO** on behalf of the **ELKO POLICE DEPARTMENT**, hereinafter referred to as **USER**.

WITNESSETH:

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

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

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

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

1. **SERVICES PROVIDED**: Unless otherwise provided and/or amended by written agreement of the parties hereto, **WASHOE** shall provide for **USER** forensic analyses within the existing capabilities of **WASHOE** as set forth in **EXHIBIT 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 2015/2016 USER shall pay to WASHOE a fee of **\$56,815**, 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 compensate Washoe County for work performed during the contract period. Fees for services are 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, 2015 and terminate as of June 30, 2016.

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

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

DATE: 4/21/15

BY: *Chad Allen*
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 6/23/15

BY: *Maura Berkley*
CHAIRMAN

DATE: 6/23/15

ATTEST: *Nancy L. Parris*
WASHOE COUNTY CLERK

USER

DATE: MAY 5, 2015

BY: *Ben Reed*, ELKO POLICE CHIEF
BEN REED

Exhibit B
FY 15/16

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

Controlled Substances (Goal for average turnaround time within 90 days)

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to 5 separate items can be submitted per case.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ When 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.
 - ✓ Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - ✓ Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - ✓ Pharmaceutical preparations (tablets or capsules)
 - Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-the-counter preparations.

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.

- Controlled Substances services NOT included, or restricted.
 - Quantitative or purity analysis
 - Analysis of the contents of syringes; unless extenuating circumstances exist as approved by the Laboratory Director
 - Analysis of non-controlled substances as poisons, clandestine laboratories chemicals, and various cutting agents.
 - Clandestine lab testimony

Shoeprint and Tire Track Comparison (Goal for average turnaround time within 90 days)

Firearms/Toolmark Examinations (Cases going to court and those needed for investigative purposes are being prioritized. After those, cases are being worked in reverse order (newest first))

- Distance determination
- Comparative analysis (bullets, cartridge cases, toolmarks etc.)
- Weapon function test

- Serial number restoration

Latent Print Processing (Goal for average turnaround time within 90 days)

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value

Latent Print Comparison (Goal for average turnaround time within 30 days)

- Evaluation of submitted prints- determination of value
- WIN/ABIS (Western Identification Network/Automated Biometric Identification System)
- Known subject comparison

Primary Examination (Goal for average turnaround time within 90 days)

- 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 (Goal for average turnaround time crimes v persons within 90 days)

- 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

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

Crime Scene Investigation (24/7 Response; Goal for average time for evidence to be booked in is 10 days and release of scene reports is 30 days)

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

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

- DNA analysis on skeletal remains, weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny.
- Trace evidence analysis: fibers, glass, paint, hair, chemical unknowns, physical match and explosive materials
- Arson (Ignitable Liquids)
- Latent print processing or DNA analysis of fired cartridge casings.
- Document examination such as handwriting comparisons
- Consultation on casework performed by other laboratories
- Casework or testimony on civil matters

Incomplete Case Submissions:

Examination requests that are missing information may be held for up to 30 days awaiting complete information. If the information is not received, the examination will be cancelled, no report will be issued, and the evidence will be returned to the submitting agency.

Note: The following services are provided by the Forensic Science Division but are not included as part of this contract as they are funded by other means.

- The Breath Alcohol Program is funded by the State.
- 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.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (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
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 2015/2016 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 compensate Washoe County for work performed during the contract period. Fees for services are 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, 2015 and terminate as of June 30, 2016.

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

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

DATE: 4/21/15

BY: Chud Allen
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 6/23/15

BY: Maisha Berkby
CHAIRMAN

DATE: 6/23/15

ATTEST: Dancy L. Post
WASHOE COUNTY CLERK

USER

DATE: 04/29/2015

BY: U.D.A.

Exhibit A
FY 15/16

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances (Goal for average turnaround time within 90 days)

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - Up to 5 separate items can be submitted per case.
 - Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When 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.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - ♦ Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - ♦ Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-the-counter preparations.

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.

- Controlled Substances services NOT included, or restricted.
 - Quantitative or purity analysis
 - Analysis of the contents of syringes; unless extenuating circumstances exist as approved by the Laboratory Director
 - Analysis of non-controlled substances as poisons, clandestine laboratories chemicals, and various cutting agents.
 - Clandestine lab testimony

Shoeprint and Tire track Comparison (Goal for average turnaround time within 90 days)

Firearms/Toolmark Examinations (Cases going to court and those needed for investigative purposes are being prioritized. After those, cases are being worked in reverse order (newest first))

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

Crime Scene Investigation (24/7 Response; Goal for average time for evidence to be booked in is 10 days and release of scene reports is 30 days)

- 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 (Goal for average turnaround time within 90 days)

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value

Latent Print Comparison (Goal for average turnaround time within 30 days)

- Evaluation of submitted prints- determination of value
- WIN/ABIS (Western Identification Network/Automated Biometric Identification System)
- Known subject comparison

Photo Laboratory Services (Goal for average turnaround time within 14 days)

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

Primary Examination (Goal for average turnaround time within 90 days)

- 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 (Goal for average turnaround time crimes v persons within 90 days)

- 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 skeletal remains, weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny.
- Trace evidence analysis: fibers, glass, paint, hair, chemical unknowns, physical match and explosive materials
- Arson (Ignitable Liquids)
- Latent print processing or DNA analysis of fired cartridge casings.
- Document examination such as handwriting comparisons
- Consultation on casework performed by other laboratories
- Casework or testimony on civil matters

Incomplete Case Submissions:

Examination requests that are missing information may be held for up to 30 days awaiting complete information. If the information is not received, the examination will be cancelled, no report will be issued, and the evidence will be returned to the submitting agency.

Note: The following services are provided by the Forensic Science Division but are not included as part of this contract as they are funded by other means.

- The Breath Alcohol Program is funded by the State.
- 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.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.

- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (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
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 2015/2016 USER shall pay to WASHOE a fee of \$7,014, 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 compensate Washoe County for work performed during the contract period. Fees for services are 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, 2015 and terminate as of June 30, 2016.

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

DATE: 4/21/15

BY: Chuck Allen
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 6/23/15

BY: Marsla Burkholder
CHAIRMAN

DATE: 6/23/15

ATTEST: Nancy L. Parent
WASHOE COUNTY CLERK

USER

DATE: 4-29-15

BY: Ron Ungar

Exhibit A
FY 15/16

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances (Goal for average turnaround time within 90 days)

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - Up to 5 separate items can be submitted per case.
 - Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When 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.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - ♦ Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - ♦ Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-the-counter preparations.

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.

- Controlled Substances services NOT included, or restricted.
 - Quantitative or purity analysis
 - Analysis of the contents of syringes; unless extenuating circumstances exist as approved by the Laboratory Director
 - Analysis of non-controlled substances as poisons, clandestine laboratories chemicals, and various cutting agents.
 - Clandestine lab testimony

Shoeprint and Tire track Comparison (Goal for average turnaround time within 90 days)

Firearms/Toolmark Examinations (Cases going to court and those needed for investigative purposes are being prioritized. After those, cases are being worked in reverse order (newest first))

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

Crime Scene Investigation (24/7 Response; Goal for average time for evidence to be booked in is 10 days and release of scene reports is 30 days)

- 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
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- 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 (Goal for average turnaround time within 90 days)

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value

Latent Print Comparison (Goal for average turnaround time within 30 days)

- Evaluation of submitted prints- determination of value
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- Known subject comparison

Photo Laboratory Services (Goal for average turnaround time within 14 days)

- Creation of CDs from scene photos taken by FIS
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Primary Examination (Goal for average turnaround time within 90 days)

- 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 (Goal for average turnaround time crimes v persons within 90 days)

- 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 skeletal remains, weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny.
- Trace evidence analysis: fibers, glass, paint, hair, chemical unknowns, physical match and explosive materials
- Arson (Ignitable Liquids)
- Latent print processing or DNA analysis of fired cartridge casings.
- Document examination such as handwriting comparisons
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- Casework or testimony on civil matters

Incomplete Case Submissions:

Examination requests that are missing information may be held for up to 30 days awaiting complete information. If the information is not received, the examination will be cancelled, no report will be issued, and the evidence will be returned to the submitting agency.

Note: The following services are provided by the Forensic Science Division but are not included as part of this contract as they are funded by other means.

- The Breath Alcohol Program is funded by the State.
- 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.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.

- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (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
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**:

WITNESSETH:

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

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

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

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

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

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

A. For fiscal year 2015/2016 **USER** shall pay to **WASHOE** a fee of **\$74,350**, 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 compensate Washoe County for work performed during the contract period. Fees for services are 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, 2015 and terminate as of June 30, 2016.

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: 6/9/15

BY: *Cheryl Cole*
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/23/15

BY: *Maura Berthel*
CHAIRMAN

DATE: 6/23/15

ATTEST: *Fancy L. Hossain*
WASHOE COUNTY CLERK



USER

DATE: 21 MAY 15

Raymond Fierro BY:
RAYMOND FIERRO
CHAIRMAN

Exhibit B
FY 15/16

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

Controlled Substances (Goal for average turnaround time within 90 days)

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to 5 separate items can be submitted per case.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ When 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.
 - ✓ Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - ✓ Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - ✓ Pharmaceutical preparations (tablets or capsules)
 - Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-the-counter preparations.

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.

- Controlled Substances services NOT included, or restricted.
 - Quantitative or purity analysis
 - Analysis of the contents of syringes; unless extenuating circumstances exist as approved by the Laboratory Director
 - Analysis of non-controlled substances as poisons, clandestine laboratories chemicals, and various cutting agents.
 - Clandestine lab testimony

Shoeprint and Tire Track Comparison (Goal for average turnaround time within 90 days)

Firearms/Toolmark Examinations (Cases going to court and those needed for investigative purposes are being prioritized. After those, cases are being worked in reverse order (newest first))

- Distance determination
- Comparative analysis (bullets, cartridge cases, toolmarks etc.)
- Weapon function test

- Serial number restoration

Latent Print Processing (Goal for average turnaround time within 90 days)

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value

Latent Print Comparison (Goal for average turnaround time within 30 days)

- Evaluation of submitted prints- determination of value
- WIN/ABIS (Western Identification Network/Automated Biometric Identification System)
- Known subject comparison

Primary Examination (Goal for average turnaround time within 90 days)

- 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 (Goal for average turnaround time crimes v persons within 90 days)

- 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

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

Crime Scene Investigation (24/7 Response; Goal for average time for evidence to be booked in is 10 days and release of scene reports is 30 days)

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

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

- DNA analysis on skeletal remains, weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny.
- Trace evidence analysis: fibers, glass, paint, hair, chemical unknowns, physical match and explosive materials
- Arson (Ignitable Liquids)
- Latent print processing or DNA analysis of fired cartridge casings.
- Document examination such as handwriting comparisons
- Consultation on casework performed by other laboratories
- Casework or testimony on civil matters

Incomplete Case Submissions:

Examination requests that are missing information may be held for up to 30 days awaiting complete information. If the information is not received, the examination will be cancelled, no report will be issued, and the evidence will be returned to the submitting agency.

Note: The following services are provided by the Forensic Science Division but are not included as part of this contract as they are funded by other means.

- The Breath Alcohol Program is funded by the State.
- 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.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (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
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 2015/2016 USER shall pay to WASHOE a fee of \$1,754, 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 compensate Washoe County for work performed during the contract period. Fees for services are 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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4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2015 and terminate as of June 30, 2016.

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

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

DATE: 4/21/15

BY: Chuck Allen
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 6/23/15

BY: Maria Berthel
CHAIRMAN

DATE: 6/23/15

ATTEST: Nancy L. Paine
WASHOE COUNTY CLERK

USER

DATE: 04/28/15

BY: [Signature]

Exhibit B
FY 15/16

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

Controlled Substances (Goal for average turnaround time within 90 days)

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to 5 separate items can be submitted per case.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ When 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.
 - ✓ Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - ✓ Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - ✓ Pharmaceutical preparations (tablets or capsules)
 - Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-the-counter preparations.

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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 - Analysis of the contents of syringes; unless extenuating circumstances exist as approved by the Laboratory Director
 - Analysis of non-controlled substances as poisons, clandestine laboratories chemicals, and various cutting agents.
 - Clandestine lab testimony

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Firearms/Toolmark Examinations (Cases going to court and those needed for investigative purposes are being prioritized. After those, cases are being worked in reverse order (newest first))

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

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- Appropriate chemical or powder processing of submitted items
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Latent Print Comparison (Goal for average turnaround time within 30 days)

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

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- 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:

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

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- Document examination such as handwriting comparisons
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Incomplete Case Submissions:

Examination requests that are missing information may be held for up to 30 days awaiting complete information. If the information is not received, the examination will be cancelled, no report will be issued, and the evidence will be returned to the submitting agency.

Note: The following services are provided by the Forensic Science Division but are not included as part of this contract as they are funded by other means.

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- 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.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (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
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 2015/2016 USER shall pay to WASHOE a fee of \$5,935, 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 compensate Washoe County for work performed during the contract period. Fees for services are 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, 2015 and terminate as of June 30, 2016.

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

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

DATE: 4/21/15

BY: *Chuck Allen*
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/23/15

BY: *Maura Berkley*
CHAIRMAN



DATE: 6/23/15

ATTEST: *Hancy L. Parist*
WASHOE COUNTY CLERK

USER

DATE: 4-27-15

BY: *Serry Allen*
SERRY ALLEN
PERSHING COUNTY SHERIFF

Exhibit A
FY 15/16

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances (Goal for average turnaround time within 90 days)

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - Up to 5 separate items can be submitted per case.
 - Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When 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.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - ♦ Identification of any controlled substance in one dosage unit 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.

- Controlled Substances services NOT included, or restricted.
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- Distance determination
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- Weapon function test
- Serial number restoration

Crime Scene Investigation (24/7 Response; Goal for average time for evidence to be booked in is 10 days and release of scene reports is 30 days)

- 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
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- WIN/ABIS (Western Identification Network/Automated Biometric Identification System)
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- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
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- DNA samples in addition to above limits can be processed at \$250.00 per hour

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

- DNA analysis on skeletal remains, weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny.
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- Arson (Ignitable Liquids)
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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
WALKER RIVER PAIUTE TRIBE ON BEHALF OF
WALKER RIVER PAIUTE 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 **WALKER RIVER PAIUTE TRIBE** on behalf of the **WALKER RIVER PAIUTE 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 2015/2016 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 compensate Washoe County for work performed during the contract period. Fees for services are 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.

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DATE: 4/21/15

BY: Chuck Allen
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/23/15

BY: Marilyn Beck
CHAIRMAN



DATE: 6/23/15

ATTEST: Darcy L. Van
WASHOE COUNTY CLERK

USER

DATE: 4/27/15 BY:

[Signature]

Exhibit A
FY 15/16

Full Services Provided Under the Forensic Science Division Contract Option A

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

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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;

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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 2015/2016 USER shall pay to WASHOE a fee of **\$21,043**, 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 compensate Washoe County for work performed during the contract period. Fees for services are 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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DATE: 4/21/15

BY: Chuck Allen
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 6/23/15

BY: Masha Beckler
CHAIRMAN

DATE: 6/23/15

ATTEST: Nancy L. Paret
WASHOE COUNTY CLERK



USER

DATE: 4/29/15 BY: _____

Exhibit A
FY 15/16

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

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, hereinafter referred to collectively as **WASHOE**, and **CITY OF WEST WENDOVER** on behalf of the **WEST WENDOVER 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 2015/2016 USER shall pay to WASHOE a fee of **\$19,424**, 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 compensate Washoe County for work performed during the contract period. Fees for services are 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, 2015 and terminate as of June 30, 2016.

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

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

DATE: 4/21/15

BY: Chuck Allen
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 6/23/15

BY: Masha Berkbigler
CHAIRMAN

DATE: 6/23/15

ATTEST: Dancy L. Parry
WASHOE COUNTY CLERK



USER

DATE: 05-06-15 BY:

Eric J. Carter

Exhibit A
FY 15/16

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances (Goal for average turnaround time within 90 days)

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - Up to 5 separate items can be submitted per case.
 - Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When 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.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - ♦ Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - ♦ Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-the-counter preparations.

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.

- Controlled Substances services NOT included, or restricted.
 - Quantitative or purity analysis
 - Analysis of the contents of syringes; unless extenuating circumstances exist as approved by the Laboratory Director
 - Analysis of non-controlled substances as poisons, clandestine laboratories chemicals, and various cutting agents.
 - Clandestine lab testimony

Shoeprint and Tire track Comparison (Goal for average turnaround time within 90 days)

Firearms/Toolmark Examinations (Cases going to court and those needed for investigative purposes are being prioritized. After those, cases are being worked in reverse order (newest first))

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

Crime Scene Investigation (24/7 Response; Goal for average time for evidence to be booked in is 10 days and release of scene reports is 30 days)

- 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

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- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value

Latent Print Comparison (Goal for average turnaround time within 30 days)

- Evaluation of submitted prints- determination of value
- WIN/ABIS (Western Identification Network/Automated Biometric Identification System)
- Known subject comparison

Photo Laboratory Services (Goal for average turnaround time within 14 days)

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

Primary Examination (Goal for average turnaround time within 90 days)

- 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 (Goal for average turnaround time crimes v persons within 90 days)

- 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 skeletal remains, weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny.
- Trace evidence analysis: fibers, glass, paint, hair, chemical unknowns, physical match and explosive materials
- Arson (Ignitable Liquids)
- Latent print processing or DNA analysis of fired cartridge casings.
- Document examination such as handwriting comparisons
- Consultation on casework performed by other laboratories
- Casework or testimony on civil matters

Incomplete Case Submissions:

Examination requests that are missing information may be held for up to 30 days awaiting complete information. If the information is not received, the examination will be cancelled, no report will be issued, and the evidence will be returned to the submitting agency.

Note: The following services are provided by the Forensic Science Division but are not included as part of this contract as they are funded by other means.

- The Breath Alcohol Program is funded by the State.
- 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.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.

- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (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
WESTERN SHOSHONE TRIBE ON BEHALF OF
WESTERN SHOSHONE DEPARTMENT OF PUBLIC SAFETY**

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, hereinafter referred to collectively as **WASHOE**, and **WESTERN SHOSHONE TRIBE** on behalf of the **WESTERN SHOSHONE DEPARTMENT OF PUBLIC SAFETY**, 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 2015/2016 USER shall pay to WASHOE a fee of **\$3,237**, 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 compensate Washoe County for work performed during the contract period. Fees for services are 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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DATE: 4/21/15

BY: Chud Allen
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 6/23/15

BY: Maula Beethig
CHAIRMAN

DATE: 6/23/15

ATTEST: Nancy L. Valent
WASHOE COUNTY CLERK



USER

DATE: 5/19/15

BY: [Signature]

Exhibit A
FY 15/16

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances (Goal for average turnaround time within 90 days)

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
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**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
CITY OF WINNEMUCCA ON BEHALF OF
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 **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;

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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.

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DATE: 4/21/15

BY: Chuck Allen
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/23/15

BY: Masha Beckwith
CHAIRMAN

DATE: 6/23/15

ATTEST: Nancy L. Hart
WASHOE COUNTY CLERK



USER

DATE: 4/27/15

BY: [Signature]

Exhibit A
FY 15/16

Full Services Provided Under the Forensic Science Division Contract Option A

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 - Quantitative or purity analysis
 - Analysis of the contents of syringes; unless extenuating circumstances exist as approved by the Laboratory Director
 - Analysis of non-controlled substances as poisons, clandestine laboratories chemicals, and various cutting agents.
 - Clandestine lab testimony

Shoeprint and Tire track Comparison (Goal for average turnaround time within 90 days)

Firearms/Toolmark Examinations (Cases going to court and those needed for investigative purposes are being prioritized. After those, cases are being worked in reverse order (newest first))

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

Crime Scene Investigation (24/7 Response; Goal for average time for evidence to be booked in is 10 days and release of scene reports is 30 days)

- 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 (Goal for average turnaround time within 90 days)

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value

Latent Print Comparison (Goal for average turnaround time within 30 days)

- Evaluation of submitted prints- determination of value
- WIN/ABIS (Western Identification Network/Automated Biometric Identification System)
- Known subject comparison

Photo Laboratory Services (Goal for average turnaround time within 14 days)

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

Primary Examination (Goal for average turnaround time within 90 days)

- 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 (Goal for average turnaround time crimes v persons within 90 days)

- 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 skeletal remains, weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny.
- Trace evidence analysis: fibers, glass, paint, hair, chemical unknowns, physical match and explosive materials
- Arson (Ignitable Liquids)
- Latent print processing or DNA analysis of fired cartridge casings.
- Document examination such as handwriting comparisons
- Consultation on casework performed by other laboratories
- Casework or testimony on civil matters

Incomplete Case Submissions:

Examination requests that are missing information may be held for up to 30 days awaiting complete information. If the information is not received, the examination will be cancelled, no report will be issued, and the evidence will be returned to the submitting agency.

Note: The following services are provided by the Forensic Science Division but are not included as part of this contract as they are funded by other means.

- The Breath Alcohol Program is funded by the State.
- 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.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.

- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (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 YERINGTON ON BEHALF OF
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 **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 2015/2016 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 compensate Washoe County for work performed during the contract period. Fees for services are 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, 2015 and terminate as of June 30, 2016.

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

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

DATE: 4/21/15

BY: *Chad Allen*
WASHOE COUNTY SHERIFF

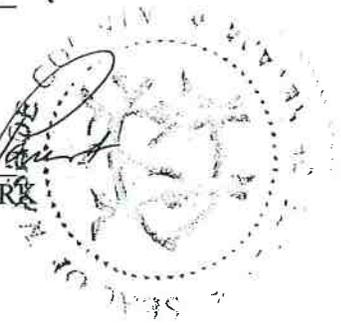
WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 6/23/15

BY: *Masha Berkley*
CHAIRMAN

DATE: 6/23/15

ATTEST *Lancy L. [Signature]*
WASHOE COUNTY CLERK



USER

DATE: 04-27-15

BY: *[Signature]*

Exhibit A
FY 15/16

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances (Goal for average turnaround time within 90 days)

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - Up to 5 separate items can be submitted per case.
 - Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When 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.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - ♦ Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - ♦ Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-the-counter preparations.

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.

- Controlled Substances services NOT included, or restricted.
 - Quantitative or purity analysis
 - Analysis of the contents of syringes; unless extenuating circumstances exist as approved by the Laboratory Director
 - Analysis of non-controlled substances as poisons, clandestine laboratories chemicals, and various cutting agents.
 - Clandestine lab testimony

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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.

RESOLUTION WASHOE COUNTY SENIOR NUTRITION PROGRAM

WHEREAS, since 1978, Washoe County through its Department of Senior Services has operated the Senior Nutrition Program, which has provided congregate and home delivered without charge to elderly persons in Washoe County, Nevada; and

WHEREAS, the purpose of the County's Senior Nutrition Program is to reduce hunger and food insecurity among older individuals; promote socialization of older individuals, promote the health and well-being of older individuals, and delay adverse health conditions for older individuals; and

WHEREAS, on April 28, 2015 the Board of County Commissioners authorized the Department of Senior Services to begin negotiations with Catholic Charities of Northern Nevada for the operations of the Senior Nutrition Programs, including congregate and "Meals on Wheels" services in order to implement national best practices and leverage the capacity of a non-profit nutrition services agency,

WHEREAS, Catholic Charities, a nonprofit corporation as defined in the Internal Revenue Code 501(c)(3), is willing and able to assume operation of the senior Nutrition Program; and

WHEREAS, NRS 244.1505 provides that the Board of County Commissioners may grant all or part of its money to a nonprofit organization created for religious, charitable or educational purposes to be used for any purpose which will provide a substantial benefit to the inhabitants of the county; and

WHEREAS, Washoe County shall grant Catholic Charities up to \$636,336 for the operation of the Senior Nutrition Program; and

WHEREAS, in consideration of receipt of this funding, Catholic Charities agrees to abide by the terms and conditions of a Grant Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Washoe County Board of Commissioners supports the availability of congregate and home delivered meals for the elderly and, acting through its Department of Senior Services, will maintain a partnership with the Catholic Charities of Northern Nevada; and

BE IT FURTHER RESOLVED, that the Washoe County Board of Commissioners grants to Catholic Charities the sum of \$636,336 pursuant to the terms of the Grant Agreement to operate the Senior Nutrition Program.

Upon motion by Commissioner, Jung, seconded by Commissioner Lucey, the foregoing Resolution was passed and adopted this 23 day of June, 2015 by the following vote:

AYES: Berkbigler, Jung, Herman, Hartung & Lucey NAYS: none
 ABSENT: none ABSTAIN: none

WASHOE COUNTY
 BOARD OF COMMISSIONERS

Marsha Berkbigler
 Marsha Berkbigler, Chair

SEAL OF WASHOE COUNTY
 ATTEST:
Fancy L. Paul
 CLERK

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its
Department of Health and Human Services
Division of Public and Behavioral Health
Lake's Crossing Center
500 Galletti Way
Sparks, Nevada 89431
Ph: (775) 688-1900 · Fax: (775) 688-1909

and

Washoe County
1001 East 9th Street – A201
PO Box 11130
Reno, Nevada 89520-0027
Ph: (775) 328-2000 · Fax: (775) 328-2037

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 hereinafter set forth are both necessary and in the best interests of the State of Nevada;

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

1. **REQUIRED APPROVAL**. This 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 **July 1, 2015 to June 30, 2017**, unless sooner terminated by either party as set forth in this Contract.
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 State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
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 AA: SCOPE OF WORK

7. **CONSIDERATION.** Lake's Crossing Center agrees to provide the services set forth in paragraph (6) at a cost of **reflective upon the rates and terms set forth in ATTACHMENT AA, Article Four: Fees for Service**, with total Contract not to exceed \$ 508,700.00. 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 other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.
- b. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of 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.

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. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

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.** Neither party waives any right or defense to indemnification that may exist in law or equity.

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 or this Contract, 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.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

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

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

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

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

Washoe County

Public Agency #1

Marsha Berkbigler _____
Date

Chair,
Washoe County Board of Commissioners

Division of Public and Behavioral Health

Public Agency #2

_____ Date
for Marta E. Jensen

Acting Administrator,
Public and Behavioral Health
Title

_____ Date
for Richard Whitley, MS

Director,
Department of Health and Human Services
Title

_____ Signature for 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 AA
SCOPE OF WORK**

WASHOE COUNTY INTERLOCAL AGREEMENT

**To the Interlocal Agreement Between the State of Nevada
Acting By and Through Its
Department of Health and Human Services
Division of Public and Behavioral Health
Lake’s Crossing Center
500 Galletti Way
Sparks, Nevada 89431
Telephone: (775) 688-1900 • Fax: (775) 688-1909**

And

**Washoe County
1001 East 9th Street - #A201
PO Box 11130
Reno, Nevada 89520-0027
Telephone: (775) 328-2000 • Fax: (775) 328-2037**

This attachment is entered into in 2015, by and between the County of Washoe, a political subdivision of the State of Nevada, hereinafter “County” and the State of Nevada Department of Health and Human Services, Division of Mental Health and Developmental Services, Lake’s Crossing Center for the Mentally Disordered Offender, hereinafter “State”

WITNESSETH

WHEREAS, this attachment is entered into pursuant to Nevada Revised Statute 277.180;

and

WHEREAS, the County and the State enter into this attachment in order to continue the arrangement whereby the State provides a mental health professional to perform mental health evaluations (including but not limited to competency evaluations and risk assessments) at the Washoe Detention Center and the County shares the costs; and

WHEREAS, the County desires to obtain the services of a mental health professional to provide mental health evaluation services for defendants housed within the Washoe Detention Center or released into the community by the court, who have been identified by the Office of the Public Defender, the Alternative Public Defender or conflict attorneys, as needing such evaluations; and

WHEREAS, the State can provide such services under the terms and conditions set forth herein/ and

WHEREAS, the cooperation of the State and County in performing and sharing the costs of mental health examinations creates efficiencies and saves resources for each party,

NOW THEREFORE, for and in consideration of the mutual promises provided herein and subject to the terms and conditions provided below, the County and State intend as follows:

**ARTICLE ONE
DEFINITIONS**

For the Purposes of this attachment:

- 1. The County means any department or agency of the county government including, without limitation, the District Attorney, the Office of the Washoe County Public Defender, the Alternative Public Defender, conflict attorneys or Detention Center staff.

2. The Court means the Second Judicial District Court.

3. The State means the Division of Mental Health and Developmental Services and Lake's Crossing Center for Mentally Disordered Offenders.

4. A defendant means a person detained or housed at the Washoe County Detention Facility or released by the court pending adjudication, regardless of whether that person has been charged with, arraigned on, convicted of or sentenced for a criminal offense or is being held for civil protective custody.

5. The Mental Health professional means a person, who is a clinical psychologist or clinical social worker, is licensed as such by the State of Nevada and is an employee of the State of Nevada or under contract to the State.

6. Competency evaluations may include, with the approval of the requesting agency, the following classes of standardized tests including but not limited to; cognitive/intellectual assessment; personality diagnostic measures/neuro-psychological screening and formal forensic measures of competency, risk and malingering at a cost of \$65.00 per hour.

ARTICLE TWO STATE'S RESPONSIBILITIES

The State will:

1. Accept referrals from the County Public Defender's Office, the Alternative Public Defender, conflict attorneys, District Attorney's Office and the Court. These referrals for performing mental health examinations of defendants shall allow the procedures outlined in section 8 of this Article and shall be in writing on the form designated by the State. All statutorily required documentation shall accompany the request.

If no legal counsel has been obtained for a defendant for whom an evaluation is sought, no referral will be accepted unless and until the defendant has signed an authorization for the release of such records as necessary to complete the evaluation. The State will conduct mental health evaluations ~~as time allows~~ in five areas as prioritized below.

*M.B.
Chair*

*in conformance with court-ordered
deadlines*

A. Competency Evaluations per NRS178

B. Risk Assessments per NRS176.A.110 (as designated post-conviction, pre-sentencing)

C. Criminal Responsibility Assessments

D. Substance Abuse Evaluations

E. Other Evaluations necessary for sentencing determinations as requested by the Court

2. The assigned evaluator will complete the requested assessment according to national standards for the types of mental health assessments indicated above. Pre-commitment Competency Evaluations will be completed by reviewing the medical and legal records provided by the Court and/or Public Defender's office. A clinical interview/mental status examination will be conducted with the defendant to the degree the defendant cooperates. The initial competency evaluation may include, at no additional cost, an administration of the Revised Competency Assessment Instrument (RCAI). Should any other appropriate third party corroboration be required, the examiner will seek to access that information. When these steps are completed, the report will be generated, edited and provided to the Court, the defense and the prosecutor. Should the evaluator or officers of the court deem it necessary to complete standardized testing above and beyond the standard mental status examination or structured competency interview or complete other extensive investigative record review, the County will be charged at a rate of \$65.00 per hour and an invoice enumerating the time and the additional charges provided. Such additional testing will be only with the prior approval of the Public Defender. Should interpreter services be necessary, the State will inform the County of the need and will continue the evaluation once the County has provided interpreter services. Other psychological assessments may be requested by the Court and the Public Defender's office on a case-by-case basis, as service time is available at an additional cost which will include any risk assessments pre-conviction. The State

will assign sufficient Full Time Equivalent staffing (hereinafter referred to as "FTE") to complete the work specified in this attachment according to the established priorities. The State will provide program evaluation data to indicate work performed in accordance with the specified staffing level.

3. Complete the evaluations and submit the associated reports to the person who requested the evaluation within ten fifteen (15) working days of the referral, assuming required interpreter services are provided by the County when requested by the State. In the event that the pertinent statutorily required records and reports have not been received within this time frame, the evaluation shall so reflect and the defendant may be more fully evaluated upon receipt of the information. Additional evaluations or re-evaluation of the same defendant may not be requested of the State, under any other circumstance unless so designated in this attachment.

All reports prepared pursuant to this Attachment are to be treated as privileged communications unless and until they are filed with the appropriate court or authorized to be released by the defendant's attorney. Reports filed with the Court will be controlled as provided by Court rule.

4. Attend Court hearings as requested by the Court, the Public Defender's office, Alternative Public Defender, conflict attorneys or the District Attorney's office at an additional cost.

5. Provide the necessary clerical support to prepare and maintain the documents/reports required pursuant to this Attachment and in accordance with its timeliness.

6. Maintain records regarding such evaluations at the Lake's Crossing Center for the Mentally Disordered Offender, 500 Galletti Way, Sparks Nevada per the State's retention schedule. The State agrees to allow the County to inspect all such records at any reasonable time upon three (3) working days notice.

7. Conduct all evaluations through a Mental Health Professional, a salaried employee of the State or professional under contract with the State. The State will provide appropriate back-up coverage to meet all standards as outlined in this Attachment. The State acknowledges that the Mental Health Professional is not an employee of the County and that the County is not responsible for the supervision or control of the employment of the Mental Health Professional, nor his/her acts or omissions.

8. Allocate sufficient available work hours of the Mental Health Professional to conduct the mental health evaluations (competency, risk assessment, criminal responsibility assessments and substance abuse referrals) in the jail or, if released to the community, at Lake's Crossing Center outpatient area. Preparation of the court reports will be included as time allocable to the County under this Attachment.

Lake's Crossing Center personnel conducting business at the Washoe County Sheriff's Office Detention Center will immediately notify the Sheriff, where feasible, of all issues involving the safety or security of the facility.

ARTICLE THREE COUNTY'S RESPONSIBILITIES

1. The County designates the County Manager or his/her designee as the person who will manage this Attachment and function as the contact person for the State.

2. The County through the Public Defender, Alternative Public Defender, conflict attorneys and/or their designee will make a written referral to the State for client competency evaluations. We require a court order for all competency evaluations. A court order or a signed consent is required for all other evaluations. The Public Defender, Alternative Public Defender or conflict attorneys will provide the State with written authorization for the release of the defendant's medical and mental health records, signed by the attorney of record or by the defendant. The Public Defender, Alternative Public Defender or conflict attorneys shall also provide the State information in their possession concerning the defendant and the current criminal charges pending against the defendant. If a criminal defendant represented by private counsel wants to utilize the services of the Mental Health Professional for a competency evaluation, private counsel must work through Assistant County Manager and/or Elizabeth Neighbors, Lake's Crossing Center Director and will be subject to the same requirements as outlined above for the Public Defender or conflict attorneys.

3. The County shall provide access to and bear the costs of the facilities and equipment at the Washoe County Detention Facility, which are necessary to the performance of the State's duties under this Attachment. This includes, but is not limited to, office space, furniture, telephone, facsimile machine and copier.

4. The County shall provide the State access to defendants on a timely basis for interviews, questions, consultation and other forms of participation under this Attachment.

5. The County will provide any interpreter services required for the State to complete the required evaluations. These interpreter services will be provided at the County's expense and are not reimbursable under this Attachment

6. The County will provide access to defendant medical records for the Mental Health Professional as needed for the purpose of ensuring properly informed evaluations. The attorney shall procure a signed release from the defendant to allow examiners to access medical records at the jail in order to complete assessments. In the absence of a signed consent, a court order to access records should be provided. Should neither of these be provided the evaluation shall document that insufficient information was available to provide a complete assessment.

7. The County will see that defendants not in custody will appear for scheduled appointments with the State provided Mental Health Professional. Should a client miss more than one (1) appointment and a subsequent re-scheduled appointment, he or she will be referred back to the county for assessment. The County will take full responsibility for any missed court appearances.

ARTICLE FOUR FEES FOR SERVICE

1. Total estimated staffing need for fiscal year 2016 are 1.80 FTE. The County shall pay the state for the actual salary and fringe benefit costs for 1.31 FTE in fiscal year 2016. The total amount to be paid in fiscal year 2016 not to exceed \$200,000.00.

Total estimated staffing need for fiscal year 2017 are 1.80 FTE. The County shall pay the state for the actual salary and fringe benefit costs for 1.31 FTE in fiscal year 2017. The total amount to be paid in fiscal year 2017 not to exceed \$200,000.00.

2. The County shall pay the State \$50.00 for each evaluation to defray the cost of clerical support including the file set-up, tracking, typing, filing and storage of records for the Licensed Clinical Psychologist.

The Total additional cost for this clerical support will not exceed \$37,350 (747 evaluations X \$50) in State Fiscal Year 2016 and \$37,350 (747 evaluations X \$50) in State Fiscal Year 2017.

3. The County shall pay the State \$135 per hour for a Mental Health Professional employed or under contract to the State, to provide expert witness testimony in court hearings. The County shall pay the State \$60 per hour for a Mental Health Professional employed or under contract to the State to stand-by while awaiting the opportunity to provide expert witness testimony in court hearings. The total additional cost for expert witness testimony will not exceed \$4,000 in State Fiscal Year 2016 and \$4,000 in State Fiscal Year 2017.

4. The County shall pay the State \$65 per hour for a Mental Health Professional employed or under contract to the State, to provide any additional testing. The total additional cost for additional testing, up to a maximum of 200 hours will not exceed \$13,000 in State Fiscal Year 2016 and \$13,000 in State Fiscal Year 2017.

5. The State will submit monthly to the County Manager's office, invoices detailing the services rendered by evaluation, the client tracking number, the type of evaluation, the place of evaluation and the Mental Health Professional who conducted the evaluation.

The County shall pay the State for these services based on the monthly invoices submitted to them within 30 days of receipt, provided the invoice contains sufficient specificity to enable the authorization of payment. The County reserves the right to withhold any payment if it is determined that the services described herein have not been provided or reported by the terms of this Attachment.

6. With respect to professional errors and omissions liability, the State and its employees are, pursuant to Nevada Revised Statutes Chapter 41, covered by self-funded liability insurance. Contracted personnel must have sufficient liability coverage in order to enter into a contract with the State. If the State wishes to purchase such coverage, the State will maintain said coverage during the term of this Attachment and for a period of three years from the date of termination of this Attachment. Such coverage, if purchased, will be in an amount of not less than \$1,000,000 per claim and \$3,000,000 as an annual aggregate. The premium costs incurred to meet these coverage amounts shall be borne by the State and no cost or benefit will accrue thereby to the County.

7. Total contract authority available for the County payable to the State is \$254,350.00 for fiscal year 2016 and \$254,350.00 for fiscal year 2017.

ARTICLE FIVE TIME PERIOD FOR COMPLETION AND TERMINATION

1. The terms of this Attachment shall be in effect upon approval of Board of Examiners and end on June 30, 2017.
2. The State and the County will work together to assure that the services provided under this Attachment are mutually satisfactory. In the event that the County is not satisfied by the performance of the Mental Health Professional, it agrees to meet with the State to attempt to resolve any issues. In the event that the assigned Mental Health Professional becomes unavailable, the State will appoint another Mental Health Professional to perform the services under this Attachment.
3. The State or the County may terminate this Attachment, with or without cause, after giving written notice to the other party of the intent to terminate. The notice must specify the date upon which termination shall be effective. The effective date shall not be less than 30 calendar days from the date of the mailing or the personal serving of the notice.
4. The parties expressly agree that this Contract and Attachment shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Contract and Attachment is withdrawn, limited or impaired OR County funding is withdrawn, limited or impaired

ARTICLE SIX GENERAL PROVISIONS

1. Standard of performance. The State shall perform services in connection with this Attachment in accordance with generally accepted professional standards for mental health evaluations.
2. Governing law/Miscellaneous. This Attachment shall be governed, interpreted and construed in accordance with the laws of the State of Nevada. If any provision of this Attachment shall be held or declared void or illegal for any reason, all other provisions of this Attachment which can be given effect without such void or illegal provision shall remain in full force and effect. The section headings in this Attachment are intended solely for convenience. They are not part of this Attachment and shall not affect its construction.
3. Notice. When by the terms of this Attachment written notice is required to be sent, such notice shall be deemed sufficient if sent by regular mail, postage prepaid to the parties at the addresses appearing below. Notice shall be deemed received three (3) days following mailing.

Elizabeth W Neighbors, PhD
Director, Lake's Crossing Center
500 Galletti Way
Sparks NV 89431

Kevin Schiller
County Manager, Washoe County
PO Box 11130
Reno NV 89520-0027