



# WASHOE COUNTY

"Dedicated To Excellence in Public Service"

www.washoecounty.us

CM/ACM \_\_\_\_\_  
Finance LC/CH  
DA KM  
Risk Mgt. DE  
HR NA  
Other NA

## STAFF REPORT

BOARD MEETING DATE: August 9, 2016

**DATE:** July 18, 2016  
**TO:** Board of County Commissioners  
**FROM:** Kerri Heward, Director, Forensic Science Division  
kheward@washoecounty.us (775) 328-2800  
**THROUGH:** Chuck Allen, Sheriff *Susan Schilling*  
**SUBJECT:** Approve the Forensic Support Services Agreement between Washoe County on behalf of Washoe County Sheriff's Office and Washoe Tribe Police Department for the retroactive term of July 1, 2016 to June 30, 2017 with a total income of [\$3,000.00]. (All Commission Districts)

### SUMMARY

Washoe County via Washoe County Sheriff's Office Forensic Science Division provides Forensic Science Services to various Law Enforcement Agencies. The contract fees are based on a percentage of usage by each individual agency and cover the cost of services provided under the scope of work. Reason for retroactive submission: the contract was just recently received from Washoe Tribe Police Department and was submitted to the first available BCC meeting.

**Washoe County Strategic Objective supported by this item:** Safe, Secure and Healthy Communities.

### PREVIOUS ACTION

The Board approved similar contracts on June 28, 2016.

### BACKGROUND

The Washoe County Sheriff's Office provides forensic services to Federal, State, and Local agencies throughout northern Nevada via a service contract. Services covered include all in-house laboratory analysis as outlined in Exhibit A including field investigation or Exhibit B excluding field investigation. Fees are based upon the type of contract selected by the agencies and cover the cost of services.

Agencies not wishing to contract with the Washoe County Sheriff's Office for forensic services will be billed for services requested at an hourly rate, as has been outlined to all of the laboratory's user agencies. Toxicology services are not a part of the standard contracts and agencies are billed separately for toxicology analysis.

AGENDA ITEM # 5.D.

**FISCAL IMPACT**

The revenue from this contract will be deposited into General Ledger Account 150650-460162 in the amount of \$3,000. The revenue and related expenditure authority were built in to the approved Washoe County FY 2017 budget.

**RECOMMENDATION**

It is recommended that the Board of County Commissioners approve the Forensic Support Services Agreement between Washoe County on behalf of Washoe County Sheriff's Office and Washoe Tribe Police Department for the retroactive term of July 1, 2016 to June 30, 2017 with a total income of [\$3,000.00].

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: Move to approve the Forensic Support Services Agreement between Washoe County on behalf of Washoe County Sheriff's Office and Washoe Tribe Police Department for the retroactive term of July 1, 2016 to June 30, 2017 with a total income of [\$3,000.00].

**FORENSIC SUPPORT SERVICES AGREEMENT  
BETWEEN  
WASHOE COUNTY ON BEHALF OF  
THE WASHOE COUNTY SHERIFF'S OFFICE  
AND  
WASHOE TRIBE ON BEHALF OF  
THE WASHOE TRIBE 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 TRIBE** on behalf of the **WASHOE TRIBE 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 2016/2017 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, 2016 and terminate as of June 30, 2017.

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: 6/20/16

BY:   
WASHOE COUNTY SHERIFF

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
CHAIR  
WASHOE COUNTY COMMISSION

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
WASHOE COUNTY CLERK

DATE: 7/5/16

BY:   
USER

**Exhibit A**  
**FY 16/17**

**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 working days and release of scene reports is 60 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 120 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

**NOTE: GOALS for average turnaround times run consecutively for each discipline and not concurrently.**

**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, explosive materials, and 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.**